

Vectrus 401(k) Plan
Summary Plan Description

(As Amended and Restated Effective September 27, 2014)

Using This Summary Plan Description

This booklet is a summary of the Vectrus 401(k) Plan, as amended and restated effective September 27, 2014, which is referred to as the “Plan” in this summary. The Plan is sponsored by Vectrus Systems Corporation (“Vectrus” or the “Company”). The only individuals who may become Plan Participants are eligible Employees of the Company or any Participating Employer.

If you make the Plan your primary method of saving for retirement, you may be able to reach your goals more quickly. Whether you’ve already begun to save for your future or are just thinking about it, the information contained in this summary plan description (this “SPD”) is very important to you. Please read it carefully.

Remember that the information in this SPD is only an overview of the important provisions of the Plan. Every effort has been made to accurately describe the Plan’s provisions which are contained in the legal documents pursuant to which the Plan is established and administered. If there is a difference between this SPD and the legal Plan documents, the legal Plan documents will govern in all instances. You can review the legal Plan documents in the Plan Administrator’s office during regular business hours if you have any questions this SPD doesn’t answer. If you want a copy of the Plan, you may request one in writing from the Plan Administrator. There may be a small charge.

Certain words are capitalized because they have special meanings as they are used in this SPD. Refer to the Glossary at the end of the booklet for the definitions of these terms.

This SPD reflects the provisions of the Plan as amended and restated effective September 27, 2014, and certain amendments adopted prior to the publication of this SPD. From time to time the Plan may be amended. Material amendments will be described in a summary of material modifications.

This SPD sets forth certain IRS limits that apply for 2015. These amounts are often adjusted for cost of living increases. When the IRS limits are adjusted, you will be notified.

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1. Introduction

Why You Should Be a Part of the Plan

In the following pages, you will read about one of your most important employer benefits, the Plan. As a Participant, you can build retirement equity for your future by:

- deferring paying income taxes on Pre-Tax Contributions you make and any earnings on your Pre-Tax Contributions until a later time;
- making Roth Contributions on an after-tax basis and avoid paying income taxes on any earnings on your Roth Contributions if you take a “qualified distribution”;
- making After-Tax Contributions and avoid paying income taxes on any earnings on your After-Tax Contributions until a later time; and
- if applicable, taking advantage of Company contributions and defer paying income taxes on such contributions and any earnings until a later time.

How the Vectrus 401(k) Plan Works

When you are hired, an Account is established in your name. You decide what percentage of your Eligible Earnings you want to save through the Plan and how you would like your savings invested. You may contribute from your Eligible Earnings on a pre-tax basis by making Pre-Tax Contributions and/or on an after tax basis by making Roth Contributions and/or After-Tax Contributions. The Company may contribute to your Account. You will be entitled to Company contributions based upon the Company’s benefit structure and your classification as a “Management Benefitted Employee,” a “Professional Benefitted Employee,” a “Project Benefitted Employee” or an Employee covered by a collective bargaining agreement. If you need information about your classification, contact the Plan Administrator. The money you put into the Plan by you is automatically deducted from your paycheck, deposited into your individual Account and invested according to your instructions. Company contributions are customarily deposited in your individual Account and invested according to your investment instructions on file with the Plan.

If you do not have investment instructions on file with the Plan Administrator, your individual Account will be invested in the Target Retirement Fund that is appropriate based on your year of birth. You may direct that funds invested in a Target Retirement Fund be invested elsewhere by providing the Plan Administrator with an investment direction.

There are some limits to these contributions which you will find explained in Section 3, Plan Contributions.

You control your Account. You may change the amount you choose to contribute or stop contributing altogether. See Section 7, Making Changes. You may also make changes in the way your money is invested. See Section 6, Your Investment Options.

2. Eligibility and Enrollment

You are eligible to participate in the Plan if you meet the following requirements:

- You are an Employee of the Company or a Participating Employer and:
 - you work and are paid from an account maintained in the United States;
 - you work and are paid outside of the United States, but you are paid in United States currency and are a United States citizen or tax resident; or
 - you work and are paid outside of the United States, but you are paid in a currency prescribed under an applicable contract that is other than United States currency and are a United States citizen or tax resident, provided that
 - you are subject to United States employment and Federal income taxes and
 - your contributions to the Plan are calculated and deducted from your pay in United States currency.

If you are an Employee employed by the Company or a Participating Employer and are covered by a contract or collective bargaining agreement, you are eligible to participate in the Plan only if your contract or collective bargaining agreement provides that you are eligible to participate. Appendix A of the Plan lists the contracts and collective bargaining agreements that are covered. If you believe that you are eligible based on such an agreement, you may contact the Plan Administrator for a copy of Appendix A.

You will automatically become a Participant on the day you become an eligible Employee if you are eligible for “Floor Contributions” and/or “Fringe Contributions” described below.

You are not eligible to participate in the Plan if:

- you are eligible to participate in any other 401(k) plan sponsored by Vectrus Systems Corporation or any Affiliated Employer,
- if you work in Puerto Rico,
- you are employed by Vectrus Federal Services International, Ltd., or
- you are an employee of an Affiliated Employer that is not a Participating Employer.

After you complete 30 days of employment as an employee with the Company, a Participating Employer or an Affiliated Employer, you may begin making Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions and receive Matching Contributions, if you are or become an eligible Employee. An eligible Employee may begin making contributions on the first payroll next following the first day of the month after you have completed 30 days of employment. For example, if you are hired as an eligible Employee on January 15 and complete 30 days of employment by February 14, then you can start making Pre-Tax Contributions, including Catch-Up Contributions, Roth Contributions, including Roth Catch-Up Contributions, and/or After-Tax Contributions effective March 1. Please note that you must complete your on-line enrollment in order to start making contributions to the Plan.

If you are eligible to receive Non-Matching Company Contributions that are “Fringe Contributions,” you will become eligible when you commence employment as an eligible

Employee. You are encouraged to complete your on-line enrollment so that you may designate a Beneficiary and provide investment instructions.

Prudential provides administrative services to the Plan. Once you become eligible to participate, Prudential will send you an information packet. You will also receive information about the Plan as part of your new hire orientation packet. Your Human Resource representative will be available to assist you with any questions you may have.

If you were previously an Employee who had met the eligibility requirements and you are rehired as an eligible Employee, you will be eligible to make contributions again as soon as administratively practicable following your rehire. If you were not previously eligible to make Pre-Tax Contributions, Roth Contributions and After-Tax Contributions, you will be eligible to participate when you have met the eligibility requirements following your rehire.

3. Plan Contributions

Pre-Tax Contributions

Subject to the limits discussed below, you can make Pre-Tax Contributions to the Plan. Pre-Tax Contributions reduce your Eligible Earnings before taxes are calculated. You will pay no income taxes on Pre-Tax Contributions or investment earnings on these contributions until you withdraw them or take a distribution. At that time, your Pre-Tax Contributions plus any earnings will be taxable (unless such amounts are rolled over in a direct rollover, as discussed in Section 10, Rollover Rights and Taxes). Your Pre-Tax Contributions are inclusive of any amounts transferred from the Exelis ISP's Before-Tax Account plus any earnings transferred to the Plan on or about January 1, 2014.

Roth Contributions

Subject to the limits discussed below, you can make Roth Contributions to the Plan. Roth Contributions are deducted from your Eligible Earnings after taxes are calculated. Since these contributions are taxed before they go into the Plan, they will not be taxed when they are withdrawn or distributed. Earnings on your Roth Contributions will not be taxed *if* they are withdrawn or distributed as a “qualified distribution.” To be a qualified distribution, the withdrawal or distribution must occur after both:

- the date you attain age 59½ or become disabled or die, and
- the date your “five-year period of participation” ends.

Your five-year period of participation begins on the first day of the Plan Year in which you make your first Roth Contribution to the Plan and ends at the end of the fifth Plan Year. For example, if you make your first Roth Contribution in June of 2014, your five-year period of participation begins January 1, 2014 and ends December 31, 2018. You do not have to make Roth Contributions during the entire five-year period of participation.

If your Roth Contributions are withdrawn or distributed before the dates discussed above, your distribution will not be a qualified distribution and the earnings on your Roth Contributions will be subject to Federal income taxation.

After-Tax Contributions

Subject to the limits discussed below, you can make After-Tax Contributions to the Plan. After-Tax Contributions are deducted from your Eligible Earnings after taxes are calculated. Since these contributions are taxed before they go into the Plan, they will not be taxed when they are withdrawn or distributed. Earnings on your After-Tax Contributions will be taxable (unless such amounts are rolled over in a direct rollover, as discussed in Section 10, Rollover Rights and Taxes). Your After-Tax Contributions are inclusive of any amounts transferred from the Exelis ISP's After-Tax Account plus any earnings transferred to the Plan on or about January 1, 2014.

Special Rules Affecting International Employees

If you are an international employee, you need to carefully consider whether to make Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions because of special tax rules that may apply to amounts you earn while you work in another country and other special rules that may apply depending on where you are located when you receive a withdrawal or distribution. You should consult a qualified tax advisor of your own choosing and expense before deciding what types of contributions to make to the Plan. Representatives of the Company are not authorized to provide participants with tax advice.

Limits on Contributions

Generally, except as discussed below, you may contribute from 1% to 70% of your Eligible Earnings as Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions. This limit applies to the combination of your Pre-Tax Contributions, Roth Contributions and After-Tax Contributions. You can make all Pre-Tax Contributions, all Roth Contributions, all After-Tax Contributions or a combination of the three, but you may only contribute up to a maximum of 25% of your Eligible Earnings as After-Tax Contributions if you are not a Highly Compensated Employee or 12% of your Eligible Earnings as After-Tax Contributions if you are a Highly Compensated Employee.

The IRS limits the total amount of your Pre-Tax Contributions and Roth Contributions each year. This amount may be adjusted for inflation every year. For 2015, the limit is \$18,000. This dollar limit applies to the total amount of Pre-Tax Contributions and Roth Contributions you make in any calendar year to all 401(k) plans in which you participate, including plans of other employers. If the total of your Pre-Tax Contributions and Roth Contributions in one calendar year to all 401(k) plans exceeds this dollar limit, you should contact the Plan Administrator or a representative of one of the plans to which you have contributed to have the excess amount distributed to you. The excess amount will be distributed to you with any earnings and the amount distributed (excluding any Roth Contributions and After-Tax Contributions) will be treated as taxable income.

Catch-Up Contributions

If you will be age 50 at any time during the Plan Year, you may make Catch-Up Contributions to the Plan. Catch-Up Contributions are Pre-Tax Contributions or Roth Contributions that exceed the limits otherwise applicable to such contributions (such as the annual dollar limit discussed above, the annual dollar limit on total contributions to your account as discussed below or if the Plan fails certain nondiscrimination tests). If you elect to make Catch-Up Contributions but do not reach one of these limits, the actual amount considered to be Catch-Up Contributions may be

reduced and treated as regular Pre-Tax Contributions or Roth Contributions. The amount of your Catch-Up Contributions for a year cannot exceed the limit on Catch-Up Contributions for that year. For 2015, this limit is \$6,000.

Limit on Total Contributions

A limit is placed on the total amount of all types of contributions (excluding Catch-Up Contributions, Rollover Contributions and Prior Plan Contributions) that are made to the Plan each year. Generally, the limit is a dollar amount set under Section 415 of the Code. The dollar amount is indexed and may change from year to year. For 2015, the limit is the lesser of 100% of your compensation or \$53,000 (\$59,000 if you are eligible to make Catch-Up Contributions).

Non-Matching Company Contributions

The Company may make certain kinds of contributions to your Account. These are known as “Floor Contributions,” “Fringe Contributions” and discretionary “Profit Sharing Contributions.” You may be entitled to Non-Matching Company Contributions based upon the Company’s benefit structure and your classification as a “Management Benefitted Employee,” a “Professional Benefitted Employee,” a “Project Benefitted Employee” or an Employee who is covered by a collective bargaining agreement. If you need information about your classification, contact the Plan Administrator. You will be advised of these types and amount of such Company contributions to which you are entitled.

Matching Contributions

The Company may make Matching Contributions to your Account. Any Matching Contributions generally will be made to your Account bi-weekly. You may be entitled to Matching Contributions based upon the Company’s benefit structure and your classification as a “Management Benefitted Employee,” a “Professional Benefitted Employee,” a “Project Benefitted Employee” or an Employee who is covered by a collective bargaining agreement. If you need information about your classification, contact the Plan Administrator.

Money Purchase Contributions

Prior to January 1, 1995, the Company made “Money Purchase Contributions.” Special rules apply to the distribution of this contribution source.

Prior Plan Employer Contributions

Prior Plan Employer Contributions are any amounts that were credited to your applicable Account, including any earnings and losses, and transferred to the Plan from the Exelis ISP. Special distribution rules apply to the Company Matching Account.

Qualified Contributions

At times, to satisfy certain nondiscrimination tests that apply under the Code, the Company may make a “qualified contribution” to the Plan on your behalf. Qualified contributions will not be made to Highly Compensated Employees. The qualified contributions may be made as qualified matching or qualified non-elective contributions.

Rollover Contributions

If you previously worked for another employer, you may have money in another employer-sponsored plan. Under certain circumstances, you may be able to deposit some or all of such money into the Plan by making a Rollover Contribution. You should contact Prudential, the Plan's recordkeeper, for details on how you can make a Rollover Contribution to the Plan. Your After-Tax Contributions are inclusive of any amounts transferred from the Exelis ISP's Rollover Account plus any earnings transferred to the Plan on or about January 1, 2014.

4. Vesting

Vesting means that you have a right to all or a portion of the money in your Account – rights that cannot be forfeited or otherwise taken away. You are always 100% vested in the value of your Account. See Sections 8 and 9 for details on when you can access the money in your Account.

5. Obtaining Information About and Managing Your Account

You are able to obtain information about and manage your Plan Account at your convenience by using one or both of the following resources:

Interactive Voice Response System

The Interactive Voice Response System is a private and secure toll-free telephone service that allows you to access information about your Account and perform certain transactions. To access this service, call 1-877-778-2100.

Online Retirement Center

You may also obtain information about your Account and perform certain transactions through Prudential's private, secure website. To access the Online Retirement Center, visit www.prudential.com/online/retirement.

Both of the above methods of access to Prudential allow you to:

- elect to make Pre-Tax Contributions, Roth Contributions, and/or After-Tax Contributions
- change the amount of your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions
- elect to make or change the amount of your Catch-Up Contributions
- make an investment election for future contributions
- update your Beneficiary designation information
- check your Account balance
- transfer between investment funds
- track the performance of your investments
- get information on loans
- request a loan
- request a withdrawal
- change your personal identification number

Your Participant Financial Statement

A statement that summarizes all the activity in your Account, including new contributions, withdrawals and loans, as well as earnings and losses on your investments is available daily through the Online Retirement Center. You can also call the Interactive Voice Response System to request a statement.

6. Your Investment Options

You direct how Plan contributions made by you and the Company are invested. You can choose to invest contributions from among a wide variety of funds offered under the Plan. Each of these funds is designed with a specific investment objective. You should become familiar with each fund's investment goals and level of risk before making your investment decision. If you do not direct how your contributions to the Plan are to be invested, contributions will be invested in the Target Investment Fund that is appropriate based on your year of birth.

Information on the funds is included with your enrollment materials and is available through the Interactive Voice Response System and the Online Retirement Center. Please contact Prudential or the Plan Administrator if you would like further information on the funds.

The Plan is intended to meet the requirements of Section 404(c) of ERISA and applicable regulations. Under these rules, the Plan's fiduciaries may be relieved of liability for losses that are a direct and necessary result of your investment instructions.

7. Making Changes

As your personal situation changes, you may decide to change the amount you elect to contribute and/or your investment choices. The Plan allows you to make the changes you need by following these simple guidelines:

Making Changes Through The Interactive Voice Response System or the Online Retirement Center

The Interactive Voice Response System and the Online Retirement Center enable you to perform certain transactions. You can make or change your investment elections, designate a Beneficiary or change your contributions being made to the Plan. Contact the Plan Administrator for materials that describe the features and options that are available.

To access the Interactive Voice Response System, call 1-877-778-2100. To access the Online Retirement Center, visit www.prudential.com/online/retirement.

Changing the Amount of Your Future Contributions

You can change the amount of your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions as often as is administratively feasible throughout the year by calling the Interactive Voice Response System or accessing the Online Retirement Center.

Changing Your Investment Choices and/or Transferring Funds

You may change the way your future contributions are invested among the Plan's various investment funds. You may also transfer money already in your Account between funds, to other investments. Transfers do not change the way your future contributions are allocated. If you want to change the way your future contributions will be invested, you must specifically request such a change.

To perform these transactions you may call the Interactive Voice Response System or access the Online Retirement Center.

8. In-Service Loans and Withdrawals

The Plan is designed to encourage long-term savings and investment. However, while you are actively employed by the Company or an Affiliated Employer, you may access some of your Plan money through loans and withdrawals. This may allow you to use some of your Plan money to meet today's needs. Please read this section very carefully before deciding to take money out of your Account. You should also review Section 10, Taxes and Rollover Rights.

Loans

Subject to certain rules and limitations discussed below, you may borrow money from your Account while you are still employed. To apply for a loan, you must be a Participant who is still employed by the Company or an Affiliated Employer. Only one loan is permitted at any time under this Plan or any other defined contribution plan maintained by an Affiliated Employer. If you already have a loan outstanding, you cannot get another loan until you pay off your outstanding loan. There is a 15-day waiting period from the date you pay off one loan before you can obtain a new loan.

A one-time loan set-up fee will be deducted from your Account for each new loan. You may contact Prudential for information on the loan set-up fee.

Types of Loans:

Loans are made from your Account other than from Roth Contributions and Roth Rollover Contributions and represent an asset referred to as a "Loan Fund." Principal and interest paid is allocated to your Account. The two types of loans permitted under the Plan include:

- a general purpose loan; and
- a loan used to purchase your primary residence

Limits on the Amount You May Borrow

The minimum amount you can borrow is \$1,000. You may borrow any amount over \$1,000 up to 50% of your entire Account. You may never borrow more than \$50,000 minus the highest outstanding balance of your total loans from the Plan and any 401(k) plan maintained by any Affiliated Employer during the last 12 months. *If you have a loan from an Affiliated Employer, you must contact the Plan Administrator before applying for a loan. If the loan limit is exceeded, you may incur significant tax penalties.*

Applying for a Loan

To apply for a loan, you should:

- call the Interactive Voice Response System or access the Online Retirement Center;
- review the loan policy;
- model different loan amounts and repayment terms; and
- confirm your loan request. *(If you change your mind about taking a loan, do not confirm your request. Once a loan has been approved, it cannot be canceled, although you may prepay the loan in whole or in part at any time without penalty.)*

Loan Interest Rate

The interest rate for loans issued by the Plan is computed by adding one percent to the prime rate from the Wall Street Journal for the last business day of the quarter preceding the quarter in which the loan is processed. Generally, once a loan is issued, the interest rate will remain fixed for the duration of the loan. The only exception to this is if you enter the uniformed services of the United States under the terms of USERRA, the interest rate during the period in the uniformed services will not exceed 6%.

To obtain the current loan interest rate, call the Interactive Voice Response System or access the Online Retirement Center.

Loan Repayment

Except for certain participants who enter the uniformed services of the United States, the maximum repayment period for a loan used to purchase your primary residence is 108 months or 9 years and the maximum repayment period for all other loans is 48 months or four years.

Loan repayments are made through payroll deduction except that participants on leave of absence or serving in the uniformed services of the United States may elect to make payments by certified check or money order. Also, you have the right to pay off all or part of the outstanding loan balance at any time directly to Prudential without penalty. Loan pay-offs submitted directly to Prudential's lockbox account must be made by certified check or money order.

If you go on a leave of absence – without pay or your rate of pay (after income and employment tax withholding) during your leave is less than the rate of installment payments on your loan – for any reason other than entering the uniformed services of the United States, loan repayments are suspended unless you elect to continue making payments by certified check or money order. The maximum period for which repayments may be suspended is 12 months or until the end of the term of the loan, if earlier. Upon returning from your leave of absence, if payments were suspended, the balance of the loan (including any interest that accrued during the period of leave while payments were suspended) will be re-amortized over the remaining loan repayment period, which cannot extend more than five years from the date of the original loan.

If you enter the uniformed services of the United States, loan repayments will be suspended unless you elect to continue making payments by certified check or money order. When you return to work, the repayment period will be extended by the number of months of the period of uniformed service or, if greater, by the number of months that would remain if the original loan term was 54 months or four and one-half years plus the number of months of the period

of uniformed service. However, if you terminate employment and either do not continue making the required payments or receive a distribution, the outstanding loan balance will be offset against your Account and treated as having been distributed to you. Unless you elect otherwise, loan payments will resume in the same amount as before the period of uniformed service and the balance of the loan (including any interest that accrued during the period of uniformed service while payments were suspended) will be due upon the expiration of the extended repayment period. Alternatively, you may elect to have the remaining balance (including any interest that accrued during the period of uniformed service while payments were suspended) reamortized in substantially equal payments over the extended repayment period.

Except as required by state law, if you are actively employed by the Company or an Affiliated Company, you cannot request that payroll deduction repayments cease while your loan is outstanding. If you transfer within the Company or to any Affiliated Company, you are still obligated to repay your loan. You should make arrangements with the HR/payroll departments to satisfy your loan repayment obligation and a loan repayment deduction will be set up.

If you terminate employment with an outstanding loan balance and your Account is equal to or greater than \$5,000, in order to prevent it from being considered in default, you must repay the loan in full, or you may continue to pay off the loan using Prudential's loan payoff coupon book. Upon request, Prudential will provide a coupon booklet for monthly repayment of the outstanding loan balance. To request a coupon booklet after termination, contact Prudential at 1-877-778-2100 (*0 for assistance). If you do not make repayments of principal and interest when due or within a 90-day grace period from its due date, your loan will go into default. For more information, review the information in the section entitled "Defaulting on a Loan."

Defaulting on a Loan

If you fail to make any required loan repayments of principal and interest when due or within a 90-day grace period from their due date, the loan will be considered to be in default and the entire outstanding loan balance shall become immediately due and payable. In such event, the remaining outstanding balance, including accrued interest, will be treated as a deemed distribution and will be taxable to you as ordinary income. A Form 1099-R will be issued for the total amount of the deemed distribution. In addition, as long as the loan remains outstanding, you will not be allowed to take an additional loan and interest will continue accruing. If you terminate employment and either do not continue making the required payments or receive a distribution, the outstanding loan balance will be offset against your Account and treated as having been distributed to you.

Withdrawals from Your Account

Under certain circumstances, you are permitted to withdraw money from your Account while you are still employed. In some cases, these withdrawals are not restricted. In other cases they are subject to specific requirements.

Note: Federal tax laws that govern certain terms of the Plan do not permit you to repay any withdrawals – that is, to put the funds back into the Plan for continued tax-free accumulation.

While you may make After-Tax Contributions, withdrawals from other sources cannot be contributed back to the Plan.

Withdrawals of Rollover Contributions, Roth Rollover Contributions, After-Tax Contributions and Prior Plan Employer Contributions

You may withdraw all or a portion of the value of your Rollover Contributions, After-Tax Contributions and Prior Plan Employer Contributions (other than Company Matching Contributions until 24 months after the Effective Date) plus earnings at any time. You may withdraw all or a portion of the value of your Roth Rollover Contributions plus earnings at any time after the close of the “five-year period of participation.”

Withdrawals After Age 59½

You may withdraw all or any portion of your Account (other than amounts attributable to Money Purchase Contributions) plus earnings once you have reached age 59½. Roth Contributions or Roth Rollover Contributions may also be distributed after the close of the “five-year period of participation.”

Withdrawals After Age 62

You may withdraw all or any portion of your Account, including amounts attributable to Money Purchase Contributions, plus earnings once you have reached age 62. Roth Contributions or Roth Rollover Contributions may also be distributed after the close of the “five-year period of participation.”

Withdrawals Due to Disability

You may withdraw all or any portion of your Account if you incur a total and permanent disability. To be considered totally and permanently disabled, you must be entitled to benefits under the Company’s long term disability plan or you must be eligible for Social Security disability insurance benefits.

Hardship Withdrawals

Subject to the requirements discussed below, you may elect to withdraw all or any portion of your Account, other than amounts attributable to earnings on Pre-Tax Contributions, Roth Contributions and any amounts attributable to Money Purchase Contributions on account of hardship.

To obtain approval for a hardship withdrawal you must demonstrate to the Plan Administrator that you have a “serious financial hardship” as a result of one of the following reasons:

- medical expenses for which you will not be reimbursed, which have been or will be incurred by you, your spouse, or any of your dependents;
- costs directly related to the purchase of your primary residence (not including mortgage payments);
- tuition payments, room and board expenses, and related educational fees for the next 12 months of post-secondary education for you, your spouse, your children, or any of your dependents;

- payments needed to prevent your eviction from your personal residence or to prevent foreclosure on the mortgage on your residence;
- payments for burial or funeral expenses for your deceased parent, spouse, children or dependents; or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165.

If you have a serious financial need for one of the above reasons, you must also demonstrate that the hardship withdrawal is necessary to meet the serious financial need. To do this, you must have obtained all distributions (other than hardship distributions) and all nontaxable loans currently available to you under the Plan and any other plans maintained by any Affiliated Company. In addition, you will have to suspend your Pre-Tax Contributions, Catch-Up Contributions, Roth Contributions and After-Tax Contributions to the Plan and any other plans maintained by any Affiliated Employer for at least six months after you receive the withdrawal. Once your six-month contribution suspension period is up, your suspended contributions will begin again automatically, unless you make an election otherwise.

In the case of a serious financial hardship, you are allowed to withdraw only the amount you need in order to resolve that hardship; however, you can withdraw enough to cover any federal, state and local taxes, and penalties which may result from the withdrawal.

9. Distributions on Termination of Employment

When your employment with the Company and all Affiliated Employers terminates, you are entitled to receive a distribution of your Account.

Timing and Form of Payments

The timing and form of your distribution is based in part on the amount in your Account.

- **If your Account is \$5,000 or less**, it will be distributed in a lump-sum payment within 90 days after your employment terminates. Prudential will send you distribution information. You will have the following options:
 - You can elect to receive your distribution in cash.
 - You can elect to have your distribution paid directly to an Individual Retirement Account (“IRA”) or another employer’s plan in a “direct rollover.” (See Section 10, Rollover Rights and Taxes)
 - If you do not make either of the elections described above within the 90-day period, your Account will be directly rolled over into an IRA established on your behalf with an IRA provider selected by the PFTIC. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (for example, an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds, at any time, to any other IRA you

choose. However, the IRA provider may charge an account closing fee prior to distributing the assets. You may contact Prudential for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

- **If your Account exceeds \$5,000**, you do not have to take an immediate distribution. If you are not actively employed by the Company or any Affiliated Employer, you may defer the distribution of your Account until as late as April 1 of the year following the later of the calendar year in which you terminate employment or you turn age 70½. You may also request a distribution at any time prior to age 70½. You will have the following distribution options:
 - You can elect to receive a single lump-sum payment of your total Account, although the distribution of Money Purchase Contributions in a lump-sum payment will require spousal consent acknowledged by a notary public.
 - You can elect to receive any portion of your Account in periodic partial distributions or installment distributions at any time, although the distribution of Money Purchase Contributions in periodic partial distributions or installment payments will require spousal consent acknowledged by a notary public.
 - You can elect to have your entire Account or any portion of your Account paid directly to an IRA or another employer's plan in a direct rollover (See Section 10, Rollover Rights and Taxes), although a rollover of Money Purchase Contributions will require spousal consent acknowledged by a notary public.
 - You can elect to receive that portion of your Account attributable to Money Purchase Contributions paid to you in a single life annuity purchased from and payable by an insurance carrier, if you are single, or a joint and survivor annuity with either a 50% or 75% survivorship feature if you have a spouse.

If you defer distribution of your Account, you should advise the Plan Administrator if your address or name changes so that you will continue to receive information about your Plan Account. Also, if you cannot be located when your benefits are required to commence, your benefits may be delayed or forfeited.

Required Distributions at Age 70½

Federal pension law requires that benefits from the Plan be paid in full or commence no later than April 1 of the year following the later of the calendar year in which you terminate employment or the calendar year in which you turn age 70½, which is referred to as your "required beginning date." For example, if you terminate employment at age 56, your required beginning date is April 1 following the year in which you turn age 70½. However, if you continue to work until age 72, your required beginning date is April 1 of the year following the year in which you terminate employment. (***Special Rule for 5% Owners:*** Participants who are 5% owners of the Company must commence payments by April 1 of the year following the year in which they attain age 70½, even if they are still employed. You will be advised if you are affected by this special rule.)

If you do not take a complete distribution of your Account by your required beginning date, the amount you receive for each calendar year must be at least your “required minimum distribution,” which is an amount calculated in order to satisfy the requirements of Section 401(a)(9) of the Code. You must notify the BAC in writing within 90 days prior to your required beginning date if you wish to elect to receive a lump-sum distribution. If you do not elect a lump-sum distribution to be paid by your required beginning date, required minimum distributions will be calculated by Prudential and you will receive these required minimum amounts each year. You may, however, elect at any time to receive a larger amount in any year or a lump-sum payment of your remaining Account.

10. Rollover Rights and Taxes

Rollover Rights

Generally, all money not previously taxed (that is, your Pre-Tax Contributions, Catch-Up Contributions, Rollover Contributions and any Company contributions as well as all investment earnings on such contributions) will be fully taxable as ordinary income under Federal income tax laws when you receive a withdrawal or distribution unless you roll it over to an individual retirement account (“IRA”) or another employer plan (as discussed below). Since you already paid taxes on your Roth Contributions and After-Tax Contributions, the amount of those contributions will not be subject to Federal income taxation upon distribution. In addition, if Roth Contributions are distributed as a “qualified distribution” (as discussed in the Section on Roth Contributions), the earnings on your Roth Contributions will not be subject to Federal income taxation. If you receive a distribution of your Roth Contributions that is not a “qualified distribution,” the earnings will be taxable unless you roll them over in a direct rollover.

Most distributions from the Plan will be considered “eligible rollover distributions” and may be rolled over. Distributions to you or a surviving spouse may be rolled over to an IRA (including a Roth IRA) or another employer’s plan that accepts rollover contributions. Distributions to a non-spouse Beneficiary may only be rolled over to an IRA that is treated as an inherited IRA.

Generally, untaxed amounts that are rolled over are not subject to current Federal income taxation, but such amounts will be taxed when they are later distributed from the IRA or other employer’s plan. One exception is that under current tax law, money that was not previously taxed may be rolled to a Roth IRA. If this type of rollover is done, the untaxed amount of the distribution will be taxable in the year in which the rollover is made unless it is a direct rollover.

The following types of distributions are not considered eligible rollover distributions:

- a distribution which is one of a series of substantially equal periodic payments (not less frequently than) made for the life of or life expectancy of the employee or the joint life or joint lives of the Employee and his or her designated Beneficiary;
- required minimum distributions after age 70 ½; and
- hardship withdrawals.

Income Tax Withholding

Under current Federal tax law, if you or your Beneficiary receive an eligible rollover distribution instead of directly rolling it over, the distribution will be subject to mandatory 20% federal

income tax withholding. If a withdrawal or distribution is not an eligible rollover distribution, federal income tax will be withheld at the rate of 10%, unless you or your Beneficiary elect to have no taxes withheld. State and/or local income tax withholding may also apply depending on the state where the distribution or withdrawal is received. If you are an international employee, see Special Rules for International Employees below.

Early Distribution Penalty

If you receive a withdrawal or distribution prior to attaining age 59½ and it is not (or cannot be) rolled over to an IRA or another employer plan, an additional early distribution penalty tax of 10% may apply to the untaxed amount. Generally, the penalty tax does not apply if the distribution is:

- taken due to disability, as defined in Section 72(m)(7) of the Code, or death;
- taken after termination of employment if you are age 55 in the year you terminate; or
- used to pay certain medical expenses as set forth in Section 72(t)(2)(B) of the Code.

Prior to requesting the withdrawal or distribution, consult your tax advisor of your own choosing and at your own expense for specific information regarding whether the 10% penalty tax will apply.

Special Tax Notice and Tax Reporting

Federal tax laws are complex and change frequently. When you request a withdrawal or distribution that is eligible for rollover, you will receive a Special Tax Notice that will describe the tax treatment of your distribution and your rollover rights. Neither the Plan Administrator nor the Company can provide tax advice. Therefore, you should seek independent tax advice of your own choosing and at your own expense from a qualified tax advisor prior to making a distribution election.

If you have questions about tax rules affecting Plan payments, please contact your tax advisor.

Special Rules for International Employees

If you are an international employee, under certain special tax rules, there may be negative tax consequences of receiving a distribution of certain types of contributions depending on where you were when you made the contributions versus where you are when you receive a withdrawal or distribution. You should consult a qualified tax advisor for assistance in deciding when, where and how to take a withdrawal or distribution from the Plan.

11. Survivor Benefits

Survivor benefits are an important part of the financial security and peace of mind the Plan provides. In this section, we discuss these benefits in more detail as well as the decisions you'll need to make about them before you retire.

Choosing a Beneficiary

When you enroll in the Plan, you should designate a Beneficiary. This can be done by accessing your account through the Online Retirement Center.

If you are married, the Plan generally requires that your Beneficiary be your spouse. You may name someone other than your spouse as Beneficiary at any time, provided that your spouse consents to this change in writing and the consent is notarized. If your spouse consents to waive his or her right to a survivor benefit, you may cancel this waiver at any time before your death. If you do so, your spouse again becomes your Beneficiary. If you wish to make a new designation, your spouse must also consent, subject to the same provisions discussed above. If you are married and you die without complying with these Beneficiary requirements, 100% of your Account will be payable to your spouse.

If you are single, you may name an individual or entity as your Beneficiary. If you subsequently marry, your designation of someone other than your spouse will not be valid unless you get your spouse's notarized written consent, as discussed in the previous paragraph.

Of course, it is very important that you keep the Plan Administrator informed of any changes in your marital status and of the proper name and address of your Beneficiary. If, for example, you name your spouse as your Beneficiary and you and your spouse are later divorced, your spouse will remain your Beneficiary unless you designate another Beneficiary. Since this may lead to unintended consequences, you are encouraged to contact the Plan Administrator if your marital status changes.

Payment of Survivor Benefits to Your Surviving Spouse

In general, if you die before your total Account has been paid to you and you have a surviving spouse, your spouse is entitled to your entire Account, unless your spouse consented to a different Beneficiary. Your Account (other than amounts attributable to Money Purchase Contributions and any earnings) will be paid in a lump-sum payment. Amounts attributable to Money Purchase Contributions and any earnings will be payable to your spouse as monthly payments until his or her death unless your surviving spouse waives the monthly payments, in which case your spouse can elect to receive a lump-sum payment or partial payments in amounts requested by your spouse from time to time

Your spouse may elect to receive your Account at any time or defer payment until any date not later than the last day of the year in which you would have attained age 70½. Your spouse may elect to receive your Account or may elect to roll it over to an IRA or another employer's plan, as described in Section 10, Rollover Rights and Taxes.

Payment of Survivor Benefits to a Non-Spousal Beneficiary

If you die before your total Account has been paid to you and you do not have a surviving spouse or your spouse consented to your designation of another Beneficiary(ies), your Beneficiary(ies) is entitled to your entire Account. Your Account will be paid in a lump-sum payment as soon as administratively practicable and in no event later than the last day of the Plan Year following the Plan Year in which you die. Any non-spouse Beneficiary may elect to receive your Account or may elect to roll it over to an IRA that will be treated as an inherited IRA, as discussed in Section 10, Rollover Rights and Taxes.

Payment of Survivor Benefits if There Is No Beneficiary Designation

If you die before your total Account has been paid to you and there is no Beneficiary designation on file or the Beneficiary you designated is deceased, your Account will be paid to your

surviving spouse, if you are married at the time of your death. If you are single or there is no surviving spouse, your Account will be paid to your estate.

12. Events That May Affect Your Account

Here are some of the events that could have an impact on your Account. Please note how your contributions and/or benefits would be affected in each case, which serve to reduce the overall value of investment funds.

Operational and Administrative Expenses

Generally, operational and administrative expenses of the Plan are paid from Plan assets. However, the Company may choose to pay such expenses. In addition, certain expenses that are attributable to your Account may be deducted directly from your Account, such as loan set-up fees discussed in Section 8, In-Service Loans and Withdrawals.

If you elect to defer distribution of your benefits when you terminate employment, your Account may be assessed a reasonable annual administrative fee.

In addition, investment management fees applicable to a particular investment fund may be paid from that fund.

If the Plan Is Terminated

The Company intends to continue the Plan indefinitely. However, the Company necessarily reserves the right to modify, suspend, or terminate the Plan at any time, for any reason. If the Plan is terminated, contributions to the Plan will stop. If no successor plan is established by the Company or any Affiliated Employer, you will be entitled to receive payment of your Account.

If a Court Issues a Domestic Relations Order

If you become divorced or legally separated, the court may assign part or all of your benefit to an alternate payee (such as your spouse, former spouse, child or other dependent) through a domestic relations order. This is a court order that recognizes the alternate payee's right to part or all of your benefit. While ERISA generally protects Plan benefits against creditors, domestic relations orders that are qualified by the Plan Administrator are an exception.

A qualified domestic relations order (QDRO) can force payment of benefits to an alternate payee even though the Plan prohibits distributions earlier than retirement, termination, death or disability. The law requires that the Plan Administrator determine, within a reasonable amount of time, whether the domestic relations order is qualified. Once the order is determined to be qualified, that portion of your Account that is affected by the domestic relations order will be accounted for on a separate basis. To begin the separate accounting, Prudential must receive the following information:

- any court executed order that states the name of the Plan;
- any court executed order which indicates a division of benefits;
- any divorce decree;
- any restraining order; and/or
- any preliminary injunction.

The Plan Administrator must follow specific procedures to ensure that your benefits are properly distributed. The Plan Administrator will provide you or a potential alternate payee with a copy of these procedures upon request. This can sometimes be a time-consuming process. You and each alternate payee will be notified of the Plan Administrator's decision in accordance with the Plan's claims and appeals procedures.

If you are a participant or a potential alternate payee who may be affected by a marital dissolution or legal separation, you are encouraged to notify the Plan Administrator as soon as practicable so that a hold may be placed on the participant's Account.

If You Are a Highly Compensated Employee

To ensure that the Plan does not offer unfair advantages to some Employees over others, the Code places some restrictions on the participation in the Plan by certain Highly Compensated Employees. To make sure these restrictions are followed, certain tests are performed each year and any necessary corrective actions must be taken. Most Employees are permitted to save up to 70% of their Eligible Earnings. However, Highly Compensated Employees may be limited in the amounts they may contribute to the Plan. You will be advised if you are ever affected by a lower limit.

If the Plan Is Determined to be Top Heavy

If the value of the Accounts held by certain "key employees" is 60% or more of the total current value of all Accounts under the Plan, the Plan may be considered to be "top-heavy." Key employees are generally defined as certain officers and owners of the company. If the Plan becomes top-heavy, you will be notified.

13. Claims and Appeals

How to File a Claim

Applications for benefits under the Plan may be made by requesting a distribution using the Interactive Voice Response System or by accessing the Online Retirement Center. You can also contact the Plan Administrator about any concerns you have. If your issue rises to the level of a claim under ERISA, the Plan's claims procedures will become applicable.

If Your Claim is Denied

ERISA sets forth the steps that must be taken in the rare cases when a claim for payment is denied, either in whole or in part. A claim might be denied if:

- the BAC does not believe that you are entitled to payment; or
- the BAC disagrees with the payment amount to which you believe you are entitled.

If your claim is denied, the Plan Administrator has to notify you in writing within 90 days after receiving your claim. The notice must contain the following information:

- the specific reason(s) your claim was denied;
- the Plan provisions that support the denial;
- if your application was incomplete, the additional information needed to complete your claim request and an explanation of why it is needed; and

- information on what you need to do in order to have the claim denial reviewed, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

Under special circumstances, the above 90-day notification period may be extended by up to 90 days. You will be informed in writing of any extension before the end of the first notification period. The extension notice will state the special circumstances necessitating the delay and the revised date by which you may expect a decision.

Requesting a Review of the Denial

Once the Plan Administrator has reviewed your claim and notified you in writing of the denial within the required 90-day period (or 180 days if extended for special circumstances), you may contest the denial. You must submit a written request, either by a written letter or via email, to the Plan Administrator for a review of that denial within 60 days of the date of the Plan Administrator's written notification.

In connection with the request for review, you have the right to:

- reasonable access to, and copies of, all documents, records and other information relating to your claim (upon request and free of charge);
- submit comments, documents, records, and arguments in writing; and
- a review that takes into account all comments, documents, records, and other information submitted by you (or your representative) relating to the claim, even if such information was not submitted or considered in the initial benefit determination.

Within 60 days of your request, the BAC should notify you in writing of the final decision. This notification must:

- Be written in clear, easily understood language; and
- Inform you of the decision, the reasons why that decision was made, and the specific Plan provisions that support it; and
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- A statement of your right to bring an action under ERISA Section 502(a).

Under special circumstances, the 60-day notification period may be extended by up to 60 days. You will be informed in writing of any extension before the end of this notification period. The extension notice will state the special circumstances necessitating the delay and the revised date by which you may expect a decision.

14. Your ERISA Rights

As a Plan Participant, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

- examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the establishment and administration of the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor.
- obtain, upon written request to the Plan Administrator, copies of documents governing the establishment and administration of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description upon a written request directed to the Plan Administrator all of which may result in a reasonable charge for such copies.
- receive a summary of the Plan's annual financial report, which the Plan Administrator is legally required to give Participants.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Other Rights You May Have

If your claim for retirement benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them – unless you did not receive the materials for reasons beyond the Plan Administrator's control. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If the fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, however, or if the court finds your claim to be frivolous, the court may order you to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, United States Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, United States Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272 or going to the web site at www.dol.gov/ebsa.

15. Additional Information

No Guarantee of Employment

Participation in the Plan is not a guarantee of current or future employment or benefits.

Approval by the IRS

The Plan is intended to be a “qualified” plan under Section 401(a) of the Code and the associated trust tax-exempt under Section 501(a) of the Code. Therefore, certain contributions made to the Plan are not taxable to you until distributed. In the unlikely event that the Internal Revenue Service determines that the Plan does not meet its qualification requirements, all contributions will cease. At such time, some or all of your contributions may be returned. Any contributions that are returned to you are taxable to you in the year that the distribution is made from the disqualified Plan.

Service Provider for the Plan

Prudential has been retained to assist with the operation of the Plan.

Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation (PBGC) was established by Congressional Act and is operated to insure benefits under certain plans. Because this Plan maintains individual Participant Accounts, it is not covered by PBGC insurance.

Plan Sponsor

Vectrus Systems Corporation
655 Space Center Drive
Colorado Springs, CO 80915

Employer Identification Number

22-1522888

Plan Number

001

Plan Administrator

The Vectrus Benefits Administration Committee
655 Space Center Drive
Colorado Springs, CO 80915
Phone: 719-637-5828

Plan Trustee

Prudential Bank & Trust, FSB
280 Trumbull Street
Hartford, CT 06103

Agent for Service of Legal Process

The agent for service of legal process is the Plan Administrator or the Trustee.

Plan Year:

The Plan Year is the calendar year.

Date Published:

July 15, 2015

16. Glossary

The following terms are capitalized throughout this SPD and have the following special meanings:

ACCOUNT

An individual account maintained for you under the Plan. Your Account contains all contributions made on your behalf and includes earnings or losses on those contributions.

AFFILIATED EMPLOYER

Any division or subsidiary of Vectrus or an affiliated company that is related to Vectrus by a certain degree of ownership or because they are commonly controlled and that is not participating in the Plan. Such groups of companies are treated as a single company for purposes of certain rules under the Plan.

BAC

The Vectrus Benefits Administration Committee, as defined below.

BENEFICIARY

The person to whom the funds in your Account will be distributed in the event of your death. If you are married your spouse is automatically your beneficiary unless you designate someone else with your spouse's written and notarized consent.

BENEFITS ADMINISTRATION COMMITTEE

The committee, or its successor, named in the documents pursuant to which the Plan is established and administered that performs the administrative functions of the Plan. The BAC is a named fiduciary under Section 401(a)(2) of ERISA.

CATCH-UP CONTRIBUTIONS

Catch-up contributions are Pre-Tax Contributions or Roth Contributions that exceed the limits otherwise applicable to normal Pre-Tax Contributions or Roth Contributions. In order to make Catch-Up Contributions for any calendar year, you must be at least age 50 by the end of the calendar year in which you make Catch-Up Contributions. The amount of Catch-Up Contributions for any calendar year cannot exceed the limit on Catch-Up Contributions for that year.

CODE

The Internal Revenue Code of 1986, as amended.

COMPANY

Vectrus Systems Corporation.

ELIGIBLE EARNINGS

Eligible Earnings are your base wages plus your Pre-Tax Contributions to the Plan and other pre-tax arrangements such as a cafeteria plan.

Under federal pension law, Eligible Earnings do *not* include amounts that exceed an inflation-adjusted annual limit, which is \$265,000 for 2015.

EMPLOYEE

Any person employed by the Company or an Affiliated Employer who receives compensation other than a pension, severance pay, retainer or fee under contract but excluding:

- any Leased Employee;
- any person who is included in a unit of employees covered by a collective bargaining agreement that does not provide for his or her participation in the Plan;
- any person on the payroll of a third party with whom the Employer has contracted for the provision of such person's services;
- any person who is a nonresident alien and receives no earned income from the Employer that constitutes income from sources within the United States as defined in Section 410(b)(3)(C) of the Code; or
- any person classified as an independent contractor or consultant by the Employer, (regardless of the status of the individual for income tax withholding or other purposes) for any period during which he or she is so classified, even if such classification is later changed by a court, administrative agency, or prospectively by the Employer.

The term "employee," as used in this Plan, means any individual who is employed by the Employer or an Affiliated Employer as a common law employee of the Employer or Affiliated Employer, regardless of whether the individual is an "Employee," and any Leased Employee.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

EXELIS ISP

The Exelis Salaried Investment and Savings Plan, as amended and restated January 1, 2014.

HIGHLY COMPENSATED EMPLOYEE

An Employee who either owns more than 5% of the Company and any Affiliated Employers or for the prior Calendar Year, has compensation from the Company and any Affiliated Employers greater than \$120,000 for 2015, as adjusted from time to time.

INTERACTIVE VOICE RESPONSE SYSTEM

The Interactive Voice Response System is Prudential's private and secure toll-free telephone service that allows you to access your Account, direct investments, request distributions and perform other transactions. To access this service, call 1-877-778-2100.

LEASED EMPLOYEE

An individual as defined in Section 414(n) of the Code.

MATCHING CONTRIBUTIONS

Contributions that the Company makes that match a certain portion of your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions. Whether you are eligible for Matching Contributions and the amount of any Matching Contributions will be determined in accordance with your status as a management benefitted Employee or governing contract.

NON-MATCHING CONTRIBUTIONS

The Company may make certain types of Non-Matching Contributions on your behalf based upon the Company's benefit structure and your classification as a "Management Benefitted Employee," a "Professional Benefitted Employee," a "Project Benefitted Employee" or an Employee who is covered by a collective bargaining agreement. This contribution will not be based on your Pre-Tax Contributions, Roth Contributions or After-Tax Contributions. When you are hired, you will be advised of your classification and the amount of such contributions.

ONLINE RETIREMENT CENTER

Prudential's Internet service for participant access to account information, investment performance and transactions. Go to www.prudential.com/online/retirement.

PARTICIPANT

Any eligible Employee of the Company or a Participating Employer who has an Account balance in the Plan by becoming eligible for and receiving Non-Matching Contributions and/or by making Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions upon completing the necessary service requirement. You remain a Participant until your entire Account has been distributed from the Plan.

PARTICIPATING EMPLOYER

An Affiliated Employer that has adopted the Plan pursuant to the terms and conditions set forth in the Plan.

PENSION INVESTMENT FUND AND TRUST COMMITTEE

The committee, or its successor, named in the documents pursuant to which the Plan is established and administered that performs the investment functions of the Plan. The PFTIC is a named fiduciary under Section 401(a)(2) of ERISA.

PFTIC

The Vectrus Pension Fund Trust and Investment Committee, as defined above.

PLAN

The Vectrus 401(k) Plan.

PLAN ADMINISTRATOR

The BAC.

PLAN YEAR

January 1 through December 31.

PRE-TAX CONTRIBUTIONS

Contributions that are made under an arrangement between you and the Company under which you consent to “defer” a certain amount of your Eligible Earnings each pay period and to have such amount contributed to the Plan.

PRIOR PLAN EMPLOYER CONTRIBUTIONS

Amounts that were credited to your Account pursuant to the transfer of those contributions from the Exelis ISP to the Plan. Such contributions are subject to certain restrictions and rules.

PRUDENTIAL

Prudential Retirement Insurance and Annuity Company, which is the third party administrator of the Plan.

ROLLOVER CONTRIBUTIONS

Contributions from a retirement plan established by a former employer which are “rolled over” to the current plan either directly or through an Individual Retirement Account (IRA). If the money is rolled directly from one qualified plan to another, the money is not actually distributed to you and is not subject to income tax withholding.

ROTH CONTRIBUTIONS

Contributions that are made to the Plan after taxes have been calculated. If Roth Contributions are withdrawn or distributed as a “qualified distributions,” the earnings on such contributions are not currently subject to Federal income taxation.

TRUSTEE

An individual or entity appointed by the PFTIC who holds title to Plan assets.

USERRA

The Uniformed Services Employment and Reemployment Rights Act.

VECTRUS

Vectrus Systems Corporation.