

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2026
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 001-40823

INTUITIVE MACHINES, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
13467 Columbia Shuttle Street
Houston, Texas
(Address of Principal Executive Offices)

36-5056189
(I.R.S. Employer
Identification No.)

77059
(Zip Code)

(281) 520-3703
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
Class A Common Stock, par value \$0.0001 per share	LUNR	The Nasdaq Stock Market LLC

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. (Check one):

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 Act). Yes ☐ No ☒

As of August 6, 2026, the Registrant had 173,231,343 shares of Class A common stock, \$0.0001 par value per share, 0 shares of Class B common stock, \$0.0001 par value per share, and 55,692,725 shares of Class C common stock, \$0.0001 par value per share, outstanding.

INTUITIVE MACHINES, INC.

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Each of the terms the “Company,” “Intuitive Machines,” “IM,” “we,” “us,” or “our” and similar terms used herein refer collectively to Intuitive Machines, Inc. (formerly known as Inflection Point Acquisition Corp or “IPAX”) and its consolidated subsidiaries, unless otherwise stated.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (the “Quarterly Report”) contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. All statements other than statements of historical facts contained in this Quarterly Report are forward-looking statements. Such statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this Quarterly Report, words such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “strive,” “would,” “strategy,” “outlook,” the negative of these words or other similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to statements regarding our expectations and plans relating to our missions to the Moon and other projects, including the expected timing thereof and our progress and preparation thereof; our expectations with respect to, among other things, demand for our product portfolio, our submission of bids for contracts; our expectations regarding protests of government contracts awarded to us; our operations, our financial performance and our industry; our business strategy, business plan, and plans to drive long term sustainable shareholder value; and our expectations on revenue and cash generation. These forward-looking statements reflect our predictions, projections or expectations based upon currently available information and data. Our actual results, performance or achievements may differ materially from those expressed or implied by the forward-looking statements, and you are cautioned not to place undue reliance on these forward-looking statements. The following important factors and uncertainties, among others, could cause actual outcomes or results to differ materially from those indicated by the forward-looking statements in this Quarterly Report:

- our reliance upon the efforts of our key personnel and Board of Directors (the “Board”) to be successful;
 - as part of growing our business, we have made and may continue to make acquisitions. Any acquisitions, partnerships or joint ventures into which we enter subject to integration risks and could disrupt our operations;
 - our failure to manage our growth effectively and failure to win new contracts;
 - our ability to generate a sustainable order rate for the satellite and space operations and develop new technologies to meet the needs of our customers or potential new customers;
 - our customer concentration;
 - our limited operating history;
 - competition from existing or new companies;
 - disruptions in U.S. government operations and funding, including government shutdowns;
 - unsatisfactory safety performance of our spaceflight systems or security incidents at our facilities;
 - failure of the market for commercial spaceflight to achieve the growth potential we expect;
 - any delayed launches, launch failures, failure of landers to conduct all mission milestones, failure of our satellites to reach their planned orbital locations, failure of lunar landers to reach their planned locations, significant increases in the costs related to the launches of satellites and lunar landers, and insufficient capacity available from satellite developers and launch service providers;
 - risks associated with commercial spaceflight, including any accident on launch or during the journey into space;
 - risks associated with the handling, production and disposition of potentially explosive and ignitable energetic materials and other dangerous chemicals in our operations;
 - our reliance on a limited number of suppliers for certain materials and supplied components, including a single launch service provider for our lunar missions;
 - failure of our products to operate in the expected manner or defects in our sub-systems;
 - the future revenue and operating results of the satellite integrated build capability are dependent on our ability to generate a sustainable order rate for the satellite and space operations and develop new technologies to meet the needs of our customers or potential new customers;
-

- counterparty risks on customer contracts and failure of our prime contractors to maintain their relationships with their counterparties and fulfill their contractual obligations;
- failure to successfully defend protest from other bidders for government contracts;
- failure to comply with various laws and regulations relating to various aspects of our business, uncertainty in the regulatory environment and any changes in the funding levels of various governmental entities with which we do business;
- our failure to protect the confidentiality of our trade secrets and unpatented know how;
- our failure to comply with the terms of third-party open source software our systems utilize;
- our ability to maintain an effective system of internal control over financial reporting, and to address and remediate any material weaknesses in our internal control over financial reporting;
- we may use artificial intelligence (“AI”) in our business or systems, and challenges with properly managing its use could result in competitive and reputational harm;
- the U.S. government’s budget deficit and the national debt, as well as any inability of the U.S. government to complete its budget process for any government fiscal year that may result in government shutdowns or extended continuing resolution and our dependence on U.S. government contracts and the available funding or changing funding priorities by the U.S. government;
- our failure to comply with U.S. export and import control laws and regulations and U.S. economic sanctions and trade control laws and regulations;
- uncertain macro-economic and U.S. domestic and foreign political conditions and elevated inflation and interest rates;
- uncertain impacts of geopolitical conflicts, including the ongoing wars in Ukraine, Israel, Iran or other global conflicts;
- our history of losses and failure to achieve profitability in the future or failure of our business to generate sufficient funds to continue operations;
- the cost and potential outcomes of pending and any future litigation;
- our public securities’ potential liquidity and trading;
- the sufficiency and anticipated use of our existing capital resources to fund our future operating expenses and capital expenditure requirements and needs for additional financing in light of our recent acquisitions; and
- other factors detailed under the section titled Part I, Item 1A. “Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (the “2025 Annual Report on Form 10-K”), the section titled Part I, Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations in this Quarterly Report and in our subsequent filings with the U.S. Securities and Exchange Commission (the “SEC”).

These forward-looking statements are based on information available as of the date of this Quarterly Report and current expectations, forecasts, and assumptions, and involve a number of judgments, risks, and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Quarterly Report, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. We do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events, or otherwise, except as may be required under applicable securities laws. We intend the forward-looking statements contained in this Quarterly Report to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended, the (“Exchange Act”).

As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. You should not place undue reliance on these forward-looking statements.

Available Information

Our website address is www.intuitivemachines.com. The contents of, or information accessible through, our website are not incorporated by reference herein and are not part of this quarterly report. We make our filings with the SEC, including our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports, as well as beneficial ownership filings available free of charge on our website under the “Investors” section as soon as reasonably practical after we file such reports with, or furnish such reports to, the SEC.

We may use our website as a distribution channel of material information about us. Financial and other important information regarding the Company is routinely posted on and accessible through the Investors section of our website at www.intuitivemachines.com.

INTUITIVE MACHINES, INC.
Condensed Consolidated Balance Sheets
(in thousands, except share data and par value)
(Unaudited)

	June 30, 2026	December 31, 2025
ASSETS		
Current assets		
Cash and cash equivalents	\$ 367,354	\$ 582,606
Restricted cash	11,668	2,733
Trade and other receivables, net of allowance for credit losses of \$3,652 and \$3,295, respectively	119,670	12,193
Contract assets	50,992	12,236
Inventory, net	59,941	—
Advances to suppliers	32,558	3,353
Prepaid and other current assets	20,637	5,693
Total current assets	662,820	618,814
Orbital receivables, non-current	209,833	—
Property and equipment, net	264,626	68,550
Intangible assets, net	297,069	12,968
Goodwill	379,216	18,697
Operating lease right-of-use assets	72,704	36,755
Finance lease right-of-use assets	78	94
Other assets	935	1,276
Total assets	\$ 1,887,281	\$ 757,154
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' DEFICIT		
Current liabilities		
Accounts payable and accrued expenses	\$ 64,603	\$ 22,199
Accounts payable - affiliated companies	2,870	1,723
Contract liabilities, current	215,518	57,368
Operating lease liabilities, current	25,104	10,466
Finance lease liabilities, current	27	48
Other current liabilities	91,709	33,028
Total current liabilities	399,831	124,832
Long-term debt, net	336,352	335,335
Contract liabilities, non-current	4,065	6,341
Pension and other postretirement benefits	48,739	—
Operating lease liabilities, non-current	68,298	26,290
Finance lease liabilities, non-current	19	20
Warrant liabilities	81,438	60,394
Other non-current liabilities	37,023	240
Total liabilities	975,765	553,452
Commitments and contingencies (Note 18)		
MEZZANINE EQUITY		
Series A preferred stock subject to possible redemption, \$0.0001 par value, 25,000,000 shares authorized, 5,000 and 5,000 shares issued and outstanding	6,945	6,613
Redeemable noncontrolling interests	1,194,653	951,536
SHAREHOLDERS' DEFICIT		
Class A common stock, \$0.0001 par value, 500,000,000 shares authorized, 171,720,829 and 123,472,960 shares issued, and 169,529,749 and 121,281,880 outstanding	17	12
Class B common stock, \$0.0001 par value, 100,000,000 shares authorized, 0 shares issued and outstanding	—	—
Class C common stock, \$0.0001 par value, 100,000,000 shares authorized, 55,851,004 and 58,628,185 shares issued and outstanding	6	6
Treasury stock, at cost, 2,191,080 shares	(33,525)	(33,525)
Paid-in capital	—	—
Accumulated deficit	(257,147)	(721,457)
Total shareholders' deficit attributable to the Company	(290,649)	(754,964)
Noncontrolling interests	567	517
Total shareholders' deficit	(290,082)	(754,447)
Total liabilities, mezzanine equity and shareholders' deficit	\$ 1,887,281	\$ 757,154

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

INTUITIVE MACHINES, INC.
Condensed Consolidated Statements of Operations
(in thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenues:				
Product revenue	\$ 166,735	\$ —	\$ 308,289	\$ —
Service revenue	36,677	50,313	78,753	112,837
Grant revenue	2,756	—	5,856	—
Total revenues	206,168	50,313	392,898	112,837
Operating expenses:				
Cost of product revenue (excluding depreciation and amortization)	119,328	—	233,241	—
Cost of service revenue (excluding depreciation and amortization)	41,126	56,047	74,786	104,972
Cost of grant revenue (excluding depreciation and amortization)	2,760	—	5,861	—
Cost of service revenue (excluding depreciation and amortization) - affiliated companies	7,088	6,109	13,037	13,031
Total cost of revenues	170,302	62,156	326,925	118,003
Depreciation and amortization	14,927	752	27,975	1,375
Research and development	7,729	461	13,318	1,372
General and administrative expense (excluding depreciation and amortization)	60,346	15,584	111,017	30,804
Total operating expenses	253,304	78,953	479,235	151,554
Operating loss	(47,136)	(28,640)	(86,337)	(38,717)
Other income (expense), net:				
Interest income	1,476	3,500	2,907	4,919
Interest expense	(4,483)	(72)	(9,368)	(97)
Change in fair value of earn-out liabilities	—	—	—	(33,369)
Change in fair value of warrant liabilities	(11,622)	(13,033)	(21,044)	29,969
Change in fair value of contingent consideration liabilities	(890)	—	(1,411)	—
Other income (expense), net	(178)	39	(106)	65
Total other income (expense), net	(15,697)	(9,566)	(29,022)	1,486
Loss before income taxes	(62,833)	(38,206)	(115,359)	(37,231)
Income tax expense	(8)	—	(10)	—
Net loss	(62,841)	(38,206)	(115,369)	(37,231)
Net loss attributable to redeemable noncontrolling interest	(16,781)	(13,408)	(32,265)	(1,499)
Net income attributable to noncontrolling interest	385	383	728	845
Net loss attributable to the Company	(46,445)	(25,181)	(83,832)	(36,577)
Less: Preferred dividends	(167)	(151)	(329)	(298)
Net loss attributable to Class A common shareholders	\$ (46,612)	\$ (25,332)	\$ (84,161)	\$ (36,875)
Net loss per share				
Net loss per share of Class A common stock - basic and diluted	\$ (0.29)	\$ (0.22)	\$ (0.54)	\$ (0.33)
Weighted-average common shares outstanding				
Weighted average shares outstanding - basic and diluted	162,172,470	117,434,775	155,064,726	112,286,945

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

INTUITIVE MACHINES, INC.
Condensed Consolidated Statements of Mezzanine Equity
(In thousands except per share data)
(Unaudited)

Three Months Ended June 30, 2026

	Series A Preferred Stock		Redeemable Noncontrolling Interest
	Shares	Amount	
Balance, March 31, 2026	5,000	\$ 6,776	\$ 1,057,816
Cumulative preferred dividends	—	167	—
Accretion of preferred stock discount	—	2	—
Subsequent remeasurement of redeemable noncontrolling interests	—	—	153,618
Net loss attributable to redeemable noncontrolling interests	—	—	(16,781)
Balance, June 30, 2026	5,000	\$ 6,945	\$ 1,194,653

Six Months Ended June 30, 2026

	Series A Preferred Stock		Redeemable Noncontrolling Interest
	Shares	Amount	
Balance, December 31, 2025	5,000	\$ 6,613	\$ 951,536
Cumulative preferred dividends	—	329	—
Accretion of preferred stock discount	—	3	—
Subsequent remeasurement of redeemable noncontrolling interests	—	—	275,382
Net loss attributable to redeemable noncontrolling interests	—	—	(32,265)
Balance, June 30, 2026	5,000	\$ 6,945	\$ 1,194,653

Three Months Ended June 30, 2025

	Series A Preferred Stock		Redeemable Noncontrolling Interests
	Shares	Amount	
Balance, March 31, 2025	5,000	\$ 6,139	\$ 456,698
Cumulative preferred dividends	—	151	—
Accretion of preferred stock discount	—	1	—
Subsequent remeasurement of redeemable noncontrolling interests	—	—	220,435
Net loss attributable to redeemable noncontrolling interests	—	—	(13,408)
Balance, June 30, 2025	5,000	\$ 6,291	\$ 663,725

Six Months Ended June 30, 2025

	Series A Preferred Stock		Redeemable Noncontrolling Interest
	Shares	Amount	
Balance, December 31, 2024	5,000	\$ 5,990	\$ 1,005,965
Cumulative preferred dividends	—	298	—
Accretion of preferred stock discount	—	3	—
Subsequent remeasurement of redeemable noncontrolling interests	—	—	(340,741)
Net income attributable to redeemable noncontrolling interests	—	—	(1,499)
Balance, June 30, 2025	5,000	\$ 6,291	\$ 663,725

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

INTUITIVE MACHINES, INC.
Condensed Consolidated Statements of Shareholders' Deficit
(In thousands except per share data)
(Unaudited)

Three Months Ended June 30, 2026

	Common Stock Class A		Common Stock Class C		Treasury Stock	Paid-in Capital	Accumulated Deficit	Shareholders' Deficit attributable to the Company	NCI	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount						
Balance, March 31, 2026	162,010,801	\$ 16	56,994,367	\$ 6	\$ (33,525)	\$ —	\$ (300,794)	\$ (334,297)	\$ 860	\$ (333,437)
Share-based compensation expense	—	—	—	—	—	10,491	—	10,491	—	10,491
Cumulative preferred dividends	—	—	—	—	—	(167)	—	(167)	—	(167)
Accretion of preferred stock discount	—	—	—	—	—	(2)	—	(2)	—	(2)
Acquisition of Lanteris and related adjustments (Notes 3)	—	—	—	—	—	7	—	7	—	7
Class A common stock issued related to contingency consideration release (Note 3)	254	—	—	—	—	—	—	—	—	—
Class A common stock issued related to the ATM Program (Note 12)	8,259,379	1	—	—	—	234,613	—	234,614	—	234,614
Class A common stock issued for stock options exercised	82,149	—	—	—	—	(1,232)	—	(1,232)	—	(1,232)
Class A common stock issued related to RSU and RSS awards	224,883	—	—	—	—	—	—	—	—	—
Class A common stock issued for Class C shares canceled	1,143,363	—	(1,143,363)	—	—	—	—	—	—	—
Distribution to noncontrolling interests	—	—	—	—	—	—	—	—	(678)	(678)
Subsequent remeasurement of redeemable noncontrolling interests	—	—	—	—	—	(243,710)	90,092	(153,618)	—	(153,618)
Net income attributable to noncontrolling interest	—	—	—	—	—	—	—	—	385	385
Net loss attributable to the Company	—	—	—	—	—	—	(46,445)	(46,445)	—	(46,445)
Balance, June 30, 2026	171,720,829	\$ 17	55,851,004	\$ 6	\$ (33,525)	\$ —	\$ (257,147)	\$ (290,649)	\$ 567	\$ (290,082)

Six Months Ended June 30, 2026

	Common Stock Class A		Common Stock Class C		Treasury Stock	Paid-in Capital	Accumulated Deficit	Shareholders' Deficit attributable to the Company	NCI	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount						
Balance, December 31, 2025	123,472,960	\$ 12	58,628,185	\$ 6	\$ (33,525)	\$ —	\$ (721,457)	\$ (754,964)	\$ 517	\$ (754,447)
Share-based compensation expense	—	—	—	—	—	19,333	—	19,333	—	19,333
Cumulative preferred dividends	—	—	—	—	—	(329)	—	(329)	—	(329)
Accretion of preferred stock discount	—	—	—	—	—	(3)	—	(3)	—	(3)
Acquisition of Lanteris and related adjustments (Notes 3)	22,991,028	2	—	—	—	403,694	—	403,696	—	403,696
Class A common stock issued related to contingency consideration release (Note 3)	13,590	—	—	—	—	—	—	—	—	—
Class A common stock issued related to the ATM Program (Note 12)	8,259,379	1	—	—	—	234,613	—	234,614	—	234,614
Class A common stock issued related to Securities Purchase Agreement (Note 12)	11,574,069	1	—	—	—	167,449	—	167,450	—	167,450
Class A common stock issued for stock options exercised	82,149	—	—	—	—	(1,232)	—	(1,232)	—	(1,232)
Class A common stock issued related to RSU and RSS awards	2,550,473	1	—	—	—	(1)	—	—	—	—
Class A common stock issued for Class B canceled	—	—	—	—	—	—	—	—	—	—
Class A common stock issued for Class C shares canceled	2,777,181	—	(2,777,181)	—	—	—	—	—	—	—
Distribution to noncontrolling interests	—	—	—	—	—	—	—	—	(678)	(678)
Subsequent remeasurement of redeemable noncontrolling interests	—	—	—	—	—	(823,524)	548,142	(275,382)	—	(275,382)
Net income attributable to noncontrolling interest	—	—	—	—	—	—	—	—	728	728
Net loss attributable to the Company	—	—	—	—	—	—	(83,832)	(83,832)	—	(83,832)
Balance, June 30, 2026	171,720,829	\$ 17	55,851,004	\$ 6	\$ (33,525)	\$ —	\$ (257,147)	\$ (290,649)	\$ 567	\$ (290,082)

Three Months Ended June 30, 2025

	Common Stock Class A		Common Stock Class C		Treasury Stock	Paid-in Capital	Accumulated Deficit	Shareholders' Deficit attributable to the Company	NCI	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount						
Balance, March 31, 2025	119,329,328	\$ 12	61,301,804	\$ 6	\$ (33,525)	\$ —	\$ (103,406)	\$ (136,913)	\$ 1,690	\$ (135,223)
Share-based compensation expense	—	—	—	—	—	2,520	—	2,520	—	2,520
Cumulative preferred dividends	—	—	—	—	—	(151)	—	(151)	—	(151)
Accretion of preferred stock discount	—	—	—	—	—	(1)	—	(1)	—	(1)
Class A common stock issued for stock options exercised	42,672	—	—	—	—	(273)	—	(273)	—	(273)
Class A common stock issued for vested RSUs and PSUs	236,065	—	—	—	—	(762)	—	(762)	—	(762)
Class A common stock issued for Class C shares canceled	241,524	—	(241,524)	—	—	—	—	—	—	—
Subsequent remeasurement of redeemable noncontrolling interests	—	—	—	—	—	(1,333)	(219,102)	(220,435)	—	(220,435)
Net income attributable to noncontrolling interest	—	—	—	—	—	—	—	—	383	383
Net loss attributable to the Company	—	—	—	—	—	—	(25,181)	(25,181)	—	(25,181)
Balance, June 30, 2025	119,849,589	\$ 12	61,060,280	\$ 6	\$ (33,525)	\$ —	\$ (347,689)	\$ (381,196)	\$ 2,073	\$ (379,123)

Six Months Ended June 30, 2025

	Common Stock Class A		Common Stock Class C		Treasury Stock	Paid-in Capital	Accumulated Deficit	Shareholders' Deficit attributable to the Company	NCI	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount						
Balance, December 31, 2024	101,859,000	\$ 10	55,394,533	\$ 6	\$ (12,825)	\$ —	\$ (996,453)	\$ (1,009,262)	\$ 1,228	\$ (1,008,034)
Share-based compensation expense	—	—	—	—	—	5,364	—	5,364	—	5,364
Cumulative preferred dividends	—	—	—	—	—	(298)	—	(298)	—	(298)
Accretion of preferred stock discount	—	—	—	—	—	(3)	—	(3)	—	(3)
Class A common stock issued for warrants exercised, net of redemption cost (Note 13)	15,358,229	2	—	—	—	176,552	—	176,554	—	176,554
Repurchase of Class A common stock (Note 12)	—	—	—	—	(20,700)	—	—	(20,700)	—	(20,700)
Class A common stock issued for stock options exercised	61,462	—	—	—	—	(342)	—	(342)	—	(342)
Class A common stock issued for vested RSUs and PSUs	736,645	—	—	—	—	(4,198)	—	(4,198)	—	(4,198)
Class A common stock issued for Class C shares canceled	1,834,253	—	(1,834,253)	—	—	—	—	—	—	—
Issuance of Class C common stock related to earn-out awards (Note 16)	—	—	7,500,000	—	—	167,525	—	167,525	—	167,525
Subsequent remeasurement of redeemable noncontrolling interests	—	—	—	—	—	(344,600)	685,341	340,741	—	340,741
Net income attributable to noncontrolling interest	—	—	—	—	—	—	—	—	845	845
Net loss attributable to the Company	—	—	—	—	—	—	(36,577)	(36,577)	—	(36,577)
Balance, June 30, 2025	119,849,589	\$ 12	61,060,280	\$ 6	\$ (33,525)	\$ —	\$ (347,689)	\$ (381,196)	\$ 2,073	\$ (379,123)

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

INTUITIVE MACHINES, INC.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (115,369)	\$ (37,231)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	27,975	1,375
Provision for credit losses	357	135
Amortization of debt discount and issuance costs	786	—
Share-based compensation expense	19,333	5,364
Change in fair value of earn-out liabilities	—	33,369
Change in fair value of warrant liabilities	21,044	(29,969)
Change in fair value of contingent consideration liabilities	1,411	—
Other	(3,811)	177
Changes in operating assets and liabilities:		
Trade and other receivables, net	(13,379)	8,053
Inventory, net	(3,794)	—
Contract assets	(15,613)	26,154
Prepaid expenses	(20,678)	(1,131)
Orbital receivables, net	16,146	—
Other assets, net	(3,653)	1,091
Accounts payable and accrued expenses	397	305
Accounts payable – affiliated companies	1,147	1,558
Contract liabilities – current and long-term	(5,842)	(7,876)
Pension and other postretirement benefits	(6,054)	—
Other liabilities	(12,281)	(1,218)
Net cash provided by (used in) operating activities	(111,878)	156
Cash flows from investing activities:		
Purchase of property and equipment	(33,941)	(14,176)
Acquisition of businesses, net of cash acquired	(447,062)	—
Net cash used in investing activities	(481,003)	(14,176)
Cash flows from financing activities:		
Proceeds from issuance of securities	413,772	—
Warrants exercised	—	176,620
Redemption of warrants	—	(66)
Transaction costs related to the issuance of securities	(11,709)	—
Repurchase of Class A Common Stock	—	(20,700)
Settlement of securitization facility	(13,588)	—
Payment of withholding taxes from share-based awards	(1,233)	(4,540)
Distributions to noncontrolling interests	(678)	—
Net cash provided by financing activities	386,564	151,314
Net increase (decrease) in cash, cash equivalents and restricted cash	(206,317)	137,294
Cash, cash equivalents and restricted cash at beginning of the period	585,339	209,649
Cash, cash equivalents and restricted cash at end of the period	379,022	346,943
Less: restricted cash	11,668	2,042
Cash and cash equivalents at end of the period	\$ 367,354	\$ 344,901
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 53	\$ —
Cash paid for income taxes	\$ 8	\$ —
Accrued capital expenditures	\$ 11,445	\$ 4,442
Noncash investing activities:		
Class A Common Stock issued in acquisition, at fair value	\$ 403,952	\$ —
Noncash financing activities:		
Issuance of Class C Common Stock related to earn-out awards (Note 16)	\$ —	\$ 167,525
Preferred dividends	\$ (329)	\$ (298)

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

INTUITIVE MACHINES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - BUSINESS DESCRIPTION

Intuitive Machines, Inc. (formerly known as Inflection Point Acquisition Corp. or “IPAX”), collectively with its subsidiaries (the “Company,” “IM,” “Intuitive Machines,” “we,” “us” or “our”) is a space technology, infrastructure, and services company that is contributing to the establishment of cislunar infrastructure and commerce. Cislunar encompasses objects in orbit in the Earth-Moon system and on the Lunar surface. We are focused on establishing the lunar infrastructure and basis for commerce to inform and sustain human presence off Earth. We believe our business is well positioned for continued growth and expansion as we scale these services. Our vision is that our infrastructure services enable our customers to focus on their unique contributions to create a thriving, diverse cislunar economy and expand the commercial space exploration marketplace. IM is currently headquartered in Houston, Texas.

Intuitive Machines, Inc. was a blank check company originally incorporated on January 27, 2021 as a Cayman Islands exempted company for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. On September 24, 2021, IPAX consummated an initial public offering, after which its securities began trading on the Nasdaq Stock Market LLC (the “Nasdaq”).

IPAX Business Combination

On September 16, 2022, IPAX entered into a certain Business Combination Agreement (the “Business Combination Agreement”) by and between IPAX and Intuitive Machines, LLC, a Delaware limited liability company (formerly, a Texas limited liability company). On February 10, 2023, IPAX filed a notice of deregistration with the Cayman Islands Registrar of Companies, together with the necessary accompanying documents, and filed a certificate of incorporation and certificate of corporate domestication with the Secretary of State of the State of Delaware, pursuant to which IPAX was domesticated and continues as a Delaware corporation, changing its name to “Intuitive Machines, Inc.”

On February 13, 2023 (the “Closing Date”), Intuitive Machines, Inc. and Intuitive Machines, LLC consummated the previously announced business combination (the “Business Combination”) and related transactions (the “Transactions”) contemplated by the Business Combination Agreement. As a result of the Transactions, all of the issued and outstanding common units of Intuitive Machines, LLC were converted into common stock of Intuitive Machines, Inc. using an exchange ratio of 0.5562 shares of Intuitive Machines, Inc. common stock per each unit of Intuitive Machines, LLC Common Unit. In addition, Intuitive Machines, LLC’s share-based compensation plan and related share-based compensation awards were exchanged or converted, as applicable, into common stock of Intuitive Machines, Inc.

In connection with the Transactions, the Company was reorganized into an umbrella partnership C corporation (or “Up-C”) structure, in which substantially all of the assets and business of the Company are held by Intuitive Machines, LLC and continue to operate through Intuitive Machines, LLC and its subsidiaries. Intuitive Machines, Inc. is a holding company whose only material asset is its equity ownership interests of Intuitive Machines, LLC. While Intuitive Machines, LLC became a subsidiary of Intuitive Machines, Inc. and Intuitive Machines, Inc. was appointed as its managing member, Intuitive Machines, LLC was deemed to be the acquirer in the Business Combination for accounting purposes. Accordingly, the Business Combination was accounted for as a reverse recapitalization, in which case the consolidated financial statements of the Company represent a continuation of Intuitive Machines, LLC and the issuance of common stock in exchange for the net assets of Intuitive Machines, Inc. was recorded at historical cost with no recognition of goodwill or other intangible assets. Operations prior to the Business Combination are those of Intuitive Machines, LLC. In addition, the number of shares subject to, and the exercise price of, the Company’s outstanding options were adjusted to reflect the Business Combination. The treatment of the Business Combination as a reverse recapitalization was based upon the pre-merger members of Intuitive Machines, LLC holding the majority of the voting interests of Intuitive Machines, Inc., Intuitive Machines, LLC’s existing management team serving as the initial management team of Intuitive Machines, Inc., Intuitive Machines, LLC’s appointment of the majority of the initial board of directors of Intuitive Machines, Inc., and the significance of Intuitive Machines, LLC’s operations prior to the Business Combination which represent the entirety of Company’s operations.

Beginning on February 14, 2023, the Company’s Class A common stock, par value \$0.0001 per share (“Class A Common Stock”) and warrants to purchase the Class A Common Stock at an exercise price of \$11.50 per share (the “Warrants” as further defined in Note 13) began trading on Nasdaq under the symbols “LUNR” and “LUNRW,” respectively. On February 4, 2025, the Company announced the redemption of all of its outstanding publicly issued Warrants. In connection with the redemption, the unexercised Warrants ceased trading on the Nasdaq and were delisted, with the suspension of trading effective before the market opened on March 6, 2025.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Principles of Consolidation

The Company’s unaudited condensed consolidated financial statements and related notes have been prepared in accordance with United States generally accepted accounting principles (“U.S. GAAP”) for interim reporting and pursuant to the rules and regulations of the SEC. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations relating to interim financial statements. Our condensed consolidated financial statements include the accounts of Intuitive Machines, Lanteris Space Holdings LLC (“Lanteris”), KinetX Inc. (“KinetX”), Space Network Solutions, LLC (“SNS” or “Space Network Solutions”) a majority-owned subsidiary, and IX, LLC, a variable interest entity (“VIE”) for which we are the primary beneficiary. All intercompany balances and transactions have been eliminated in consolidation.

The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the Company’s audited consolidated financial statements as of and for the years ended December 31, 2025 and 2024 contained in our Annual Report on Form 10-K, filed with the SEC on March 19, 2026. Operating results for the three and six months ended June 30, 2026 are not necessarily indicative of the results that may be expected for the year ending December 31, 2026. Management’s opinion is that all adjustments for a fair statement of the results for the interim periods have been made, and all adjustments are of a normal recurring nature or a description of the nature and amount of any adjustments other than normal recurring adjustments have been appropriately disclosed.

Reclassifications

Certain prior period amounts have been reclassified to conform to current period presentation. The Company reclassified certain prior period amounts to a separate line item in the condensed consolidated balance sheets and condensed consolidated statement of operations. These reclassifications did not result in any changes to previously reported net income.

Use of Estimates

The preparation of our condensed consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and the accompanying notes. Due to the inherent uncertainty involved in making estimates, actual results could differ from those estimates.

The Company bases its estimates and assumptions on historical experience, other factors, including the current economic environment, and various other judgments that it believes to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future reporting periods.

Segment Reporting

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision-maker (“CODM”) in making decisions regarding resource allocation and assessing performance. While the Company engages in manufacturing, mission services, and related activities, these operations are highly integrated and are not managed or evaluated separately by the CODM. The Company has determined that it operates in one operating segment and one reportable segment, as the CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources and evaluating financial performance. See Note 21 - Segment Information for additional disclosures on segment reporting.

Concentration of Credit Risks

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. By their nature, all such financial instruments involve risks, including the credit risk of nonperformance by counterparties.

The majority of the Company’s cash and cash equivalents are held at major financial institutions. Certain account balances exceed the Federal Deposit Insurance Corporation insurance limits of \$250,000 per account. The Company generally does not require collateral to support the obligations of the counterparties and cash levels held at banks are more than federally insured limits. The Company limits its exposure to credit loss by maintaining its cash and cash equivalents with highly rated financial institutions. The Company has not experienced material losses on its deposits of cash and cash equivalents.

The Company monitors the creditworthiness of its customers to whom it grants credit terms in the normal course of its business. The Company evaluates the collectability of its accounts receivable based on known collection risks and historical experience. In circumstances where the Company is aware of a specific customer's inability to meet its financial obligations to the Company (e.g., bankruptcy filings, substantial downgrading of credit ratings), the Company records a specific allowance for expected credit losses against amounts to reduce the net recognized receivable to the amount it reasonably believes will be collected and revenue recognition is deferred until the amount is collected and the contract is completed. For all other customers, the Company records allowances for credit losses based on the specific analysis of the customer's ability to pay on an as needed basis.

Major customers are defined as those individually comprising more than 10% of the Company's total revenue. There were four major customers that accounted for 35%, 28%, 11%, and 10% for the three months ended June 30, 2026, and 35%, 27%, 12%, and 11% for the six months ended June 30, 2026, of the Company's total revenue. There was one major customer that accounted for 85% and 81%, respectively, of the Company's total revenue for the three and six months ended June 30, 2025. As of June 30, 2026, there were four major customers that accounted for 20%, 18%, 18%, and 12% of the accounts receivable balance as of June 30, 2026, and there were three major customer that accounted for 49%, 23%, and 11% of the accounts receivable balance as of December 31, 2025.

Major suppliers are defined as those individually comprising more than 10% of the annual goods or services purchased. There was no major supplier that accounted for more than 10% of the goods and services we purchased during the three and six months ended June 30, 2026 and 2025. As of June 30, 2026, there was one major supplier that accounted for 19% of the accounts payable balance, and as of December 31, 2025, there was one other major supplier representing 11% of the accounts payable balance.

Trade and other receivables, net

Trade and other receivables include amounts billed to customers, unbilled receivables in which the Company's right to consideration is unconditional and current portion of orbital receivables, net of allowance for expected credit losses. The Company bills customers as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals, upon achievement of contractual milestones or upon deliveries. The Company estimates allowance for credit losses based on the credit worthiness of each customer, historical collections experience and other information, including the aging of the receivables. The Company writes off accounts receivable against the allowance for credit losses when a balance is unlikely to be collected.

Orbital Receivables

Orbital receivables relate to performance incentives under certain satellite construction contracts that are payable over the estimated in-orbit life of the satellite. The orbital payment terms are designed to protect customers against the risk that a satellite does not achieve or maintain specified in-orbit performance requirements. The Company's entitlement to orbital payments, including incremental contractual amounts calculated by reference to the orbital balance and payment period, is contingent on continued satellite performance and may be reduced or forfeited if specified performance requirements are not achieved.

The Company accounts for orbital performance incentives as variable consideration under ASC 606. 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 satellite performance is subsequently resolved. The Company recognizes such consideration as product revenue using the cost-to-cost method during the construction period and recognizes amounts previously constrained as revenue as the associated in-orbit performance uncertainty is resolved.

Current orbital receivables are included in Trade and other receivables, net, and the long-term portion of orbital receivables, net is included in Orbital receivables, non-current in the condensed consolidated balance sheets. See Note 5 - Trade and Other Receivables, net for additional information.

The Company evaluates orbital receivables for expected credit losses based on factors including customer credit quality, historical collection experience, current conditions, reasonable and supportable forecasts and other relevant credit-quality indicators. Changes in the allowance for expected credit losses are recognized in General and administrative expense. Reductions in orbital consideration resulting from a satellite's failure to satisfy applicable in-orbit performance requirements are accounted for as changes in the transaction price under ASC rather than as credit losses.

The Company has a revolving securitization facility with an international financial institution under which eligible orbital receivables may be securitized from time to time. Orbital receivables subject to these transactions remain recognized in the

condensed consolidated balance sheets because the applicable accounting criteria for derecognition are not met. Proceeds received are recognized as securitization liabilities and subsequently measured at amortized cost using the effective interest method. The securitization liabilities are reduced as customer payments are received and remitted to the financial institution. Interest expense associated with the securitization liabilities is recognized over the applicable financing period.

Inventory

Inventories are measured at the lower of cost or net realizable value and consist primarily of parts and sub-assemblies used in the manufacturing of satellites. The cost of inventories is determined on a first-in-first-out basis or weighted average cost basis, depending on the nature of the inventory. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expense. Inventory is impaired when it is probable inventory values exceed their net realizable value.

Transaction Costs

Business Acquisitions

Transaction costs consists of direct legal, consulting, audit and other fees related to the business acquisition of Lanteris as further described herein in Note 3 - Acquisitions. For the three and six months ended June 30, 2026, transaction costs incurred related to acquisitions totaled approximately \$7.9 million and \$27.9 million, respectively, and was recorded to general and administrative expenses in our statement of operations.

Issuance of Securities

Transaction costs related to various agreements for the issuance of securities (as further described in Note 12), includes direct legal, broker, accounting and other fees. Transaction costs related to these activities totaled approximately \$4.2 million and \$11.7 million for the three and six months ended June 30, 2026, respectively.

Warranty and After-Sale Service Costs

Warranty and after-sale service provisions are based on management’s best estimate of the expected obligation using historical warranty data and experience. In connection with our acquisition of Lanteris (as further discussed in Note 3 - Acquisitions), we assumed warranty and after-sale service liabilities which are presented in other current liabilities and other long-term liabilities on our condensed consolidated balance sheets. Warranty and after-sale service costs are recognized within cost of product revenue (excluding depreciation and amortization) in the condensed consolidated statement of operations. The current and non-current portions of the warranty and after-sale service liabilities totaled \$10.2 million as of June 30, 2026 and \$13.3 million as of January 13, 2026, the acquisition date of Lanteris, with the \$3.1 million change attributable to payments and uses of the warranty.

Defined Benefit Pension and Other Postretirement Benefit Plans

The Company assumed defined benefit pension and other postretirement benefit plans for certain employees associated with the recent Lanteris acquisition. Pension and postretirement obligation balances and related costs reflected within the condensed consolidated financial statements include costs directly attributable to plans dedicated to the Company. The pension and other postretirement plan benefits were frozen on December 31, 2013. See Note 15 - Employee Benefit Plans for additional information on the defined benefit and other postretirement plans and Note 3 - Acquisitions for more information on the acquisition of Lanteris.

The Company recognizes the funded status of each pension and other postretirement benefit plan in the condensed consolidated balance sheets. The calculation of pension and other postretirement benefit obligations is performed annually by qualified actuaries using the projected unit credit actuarial cost method. The projected benefit obligation is the sum of the actuarial present value of all pension benefits attributed to benefit service completed to the determination date.

Pension and other postretirement plan liabilities are revalued annually, or when an event occurs that requires remeasurement, based on updated assumptions and information about the individuals covered by the plan. The Company’s net obligation in respect of the pension and other postretirement benefit plans is calculated separately for each plan by estimating the amount of future benefit that employees have earned in the prior periods, discounting that amount and deducting the fair value of associated plan assets.

The Company uses the net asset value (“NAV”) practical expedient to measure the fair value of the plan’s commingled fund investments. These commingled fund investments for which the fair value is measured using the NAV practical expedient are excluded from the fair value hierarchy.

The Company recognizes the amortization of prior service costs as a component of general and administrative expense (excluding depreciation and amortization). All other costs, including administrative expenses related to frozen plans, are recognized within other income (expense), net. When the benefits of a plan are changed or when a plan is curtailed, the resulting change in the net benefit liability that relates to past service or the gain or loss on curtailment is recognized immediately in accumulated other comprehensive income (loss). The Company recognizes gains or losses on the settlement of a defined benefit plan when settlement occurs.

For the Company’s pension and other postretirement benefit plans, accumulated actuarial gains and losses in excess of a 10 percent corridor and the prior service cost are amortized on a straight-line basis from the date recognized over the average remaining service period of active participants or over the average life expectancy for plans with significant inactive participants.

Other Current Liabilities

As of June 30, 2026 and December 31, 2025, other current liabilities consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Accrued compensation and benefits	\$ 29,150	\$ 12,818
Income tax liability	143	143
Professional fees accruals	4,833	11,458
Commercial insurance financing	2,252	—
Loan interest payable	2,156	3,186
Securitization liabilities - current	23,157	—
Contingent consideration liabilities (Note 3 and 16)	6,764	5,353
Pension liability - current	1,868	—
Warranty obligations, current	5,000	—
Transition service agreement ("TSA") accrual	3,378	—
Program cost accruals	3,888	—
Other accrued liabilities	9,120	70
Other current liabilities	<u>\$ 91,709</u>	<u>\$ 33,028</u>

Other Non-Current Liabilities

As of June 30, 2026 and December 31, 2025, other non-current liabilities consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Securitization liabilities, non-current	\$ 26,238	\$ —
Orbital Anomaly Support Reserve - LT	5,566	—
Warranty obligations, non-current	5,163	—
Other accrued liabilities, non-current	56	240
Other non-current liabilities	<u>\$ 37,023</u>	<u>\$ 240</u>

Liquidity and Capital Resources

The unaudited condensed consolidated financial statements as of June 30, 2026 and for the three and six months ended June 30, 2026 and 2025, and related notes were prepared on the basis of a going concern, which contemplates that the Company will be able to realize assets and discharge liabilities in the normal course of business.

As of June 30, 2026, the Company had cash and cash equivalents of \$367.4 million and working capital of \$263.0 million. The Company invests excess cash in highly liquid, low risk interest-bearing overnight sweep and demand deposit accounts

with major financial institutions. The Company has historically funded its operations through internally generated cash on hand, proceeds from sales of its capital stock, proceeds from warrant exercises, and proceeds from the issuance of bank debt.

Lanteris Space Holdings LLC Acquisition

On January 13, 2026, the Company completed the acquisition of 100% of the issued and outstanding membership interests of Lanteris Space Holdings LLC (“Lanteris”), previously known as Maxar Space Systems, a spacecraft manufacturer, from Advent International LLC. The aggregate consideration transferred at the closing of the acquisition was \$853.3 million, consisting of \$405.6 million in cash plus \$43.7 million of transaction bonuses deemed to be part of consideration and the issuance of 22,991,028 shares of the Company’s Class A Common Stock valued at \$404.0 million based on the acquisition date closing stock price of \$17.57. The Company funded the cash consideration using cash on hand. See Note 3 - Acquisitions for more information on the acquisition of Lanteris.

February 2026 Securities Purchase Agreement

On February 27, 2026, the Company completed the issuance and sale to certain institutional investors or their affiliates (collectively, the “Investors”) of 11,574,069 shares of the Company’s Class A Common Stock at a price of \$15.12 per share for an aggregate purchase price of \$175.0 million pursuant to the terms of a definitive securities purchase agreement (the “Securities Purchase Agreement”), and incurred related transaction costs of \$7.5 million for the three and six months ended June 30, 2026. Refer to Note 12 for additional information on this issuance.

ATM Program

On June 2, 2026, the Company entered into a Sales Agreement (as defined in Note 12) with the selling agents named therein pursuant to which the Company may, from time to time, offer and sell shares of the Class A Common Stock for aggregate gross proceeds of up to \$500.0 million pursuant to an at-the-market financing facility (the “ATM Program”). During the second quarter of 2026, the Company raised approximately \$235.2 million in net proceeds and incurred transaction fees of approximately \$0.6 million for the initial set-up costs pursuant to the ATM Program. Refer to Note 12 for additional information on the ATM Program. For further information on the related transaction costs, refer to the above disclosure, *Transaction Costs - Issuance of Securities*, within this Note 2.

Management believes that the cash and cash equivalents as of June 30, 2026 and the liquidity provided from the proceeds of the issuance of securities pursuant to the ATM Program and the February 2026 Securities Purchase Agreement, and the issuance of the Convertible Notes (defined in Note 10 - Debt), will be sufficient to fund its operating and capital requirements and execute its business plan through at least the twelve-month period from the date the unaudited condensed consolidated financial statements are issued.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which is intended to improve the disclosures of expenses by providing more detailed information about the types of expenses in commonly presented expense captions. The standard is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The standard can be applied either prospectively or retrospectively. The Company is currently evaluating the impact of the standard on the presentation of its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU 2024-04, Debt - Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments, which clarifies the requirements for determining whether to account for certain early settlements of convertible debt instruments as induced conversions or extinguishments. The standard is effective for fiscal years beginning after December 15, 2025, and interim reporting periods within those fiscal years. Early adoption is permitted. The standard can be applied either prospectively or retrospectively. The Company has adopted this ASU as of January 1, 2026, with no material impact to its consolidated financial statements.

In May 2025, the FASB issued ASU 2025-03, Business Combinations (Topic 805) and Consolidation (Topic 810): Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity, which changes how companies determine the accounting acquirer in certain business combinations involving variable interest entities. The standard is effective for annual reporting periods beginning after December 15, 2025, and interim periods within those annual

reporting periods. The standard can be adopted early and must be applied prospectively to any acquisition transaction that occurs after the initial application date. The Company decided to early adopt this standard as of January 1, 2026, and applied the new guidance when analyzing the acquisition.

In July 2025, the FASB issued ASU 2025-05, Financial Instruments - Credit Losses (Topic 326) - Measurement of Credit Losses for Accounts Receivable and Contract Assets which provides all entities a practical expedient option when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under Topic 606, including those assets acquired in a transaction accounted for under Topic 805, Business Combinations. ASU 2025-05 is effective for fiscal years beginning after December 15, 2025, and interim reporting periods within those annual reporting periods, and applied prospectively. Early adoption is permitted. The Company has adopted the amendments as of January 1, 2026, with no material impact to its consolidated financial statements.

In September 2025, FASB issued ASU 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. ASU 2025-06 modernizes the accounting for internal-use software costs by eliminating the prescriptive and sequential development stage model and introducing a principles-based framework requiring companies to capitalize internal-use software costs when management commits to funding the software project and it is probable the project will be completed. The amendment is effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted. The Company has adopted this ASU as of January 1, 2026, with no material impact to its consolidated financial statements.

In December 2025, FASB issued ASU 2025-10, Government Grants (Topic 832) - Accounting for Government Grants Received by Business Entities ASU 2025-10 which establishes authoritative guidance for the accounting of government grants received by business entities. The guidance requires recognition of grants when it is probable that the entity will comply with the related conditions and that the grant will be received. Asset-related grants may be recorded as deferred income or as a reduction of the related asset, while income-related grants are recognized in earnings over the periods in which the related costs are incurred. The amendment is effective for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods. Early adoption is permitted. The Company is currently evaluating the potential impacts of adopting this ASU on its consolidated financial statements.

NOTE 3 - ACQUISITIONS

Lanteris Space Holdings LLC Acquisition

On January 13, 2026, the Company completed the acquisition of 100% of the issued and outstanding membership interests of Lanteris, a spacecraft manufacturer serving national security, civil, and commercial customers. The acquisition expands the Company's spacecraft manufacturing and space systems capabilities. The acquisition date fair value of consideration transferred totaled approximately \$853.3 million consisting of \$405.6 million in cash, \$43.7 million of cash transaction bonuses (which were included in consideration as they had no required service conditions and were deemed to be for the benefit of the Company), and the issuance of 22,991,028 shares of the Company's Class A Common Stock valued at \$404.0 million, based on the acquisition date closing stock price of \$17.57 per share. The Company funded the cash consideration and cash transaction bonuses using cash on hand. The excess of the consideration transferred over the fair value of the acquired net assets was recorded as goodwill which primarily represents expected growth synergies, developed workforce, and future opportunities. The goodwill is partially deductible for income tax purposes. As of June 30, 2026, the Company has incurred transaction and integration costs related to the acquisition of \$36.8 million (consisting of \$10.4 million incurred during the fourth quarter of 2025, and \$7.5 million and \$26.4 million, during the three and six months ended June 30, 2026, respectively), which are recorded in general and administrative expense on our condensed consolidated statement of operations.

The following table presents the purchase consideration, acquisition related costs, and the preliminary estimated fair values of the assets acquired and liabilities assumed by the Company as of the acquisition date (in thousands):

	January 13, 2026	
Cash consideration	\$	405,622
Fair value of Class A Common Stock issued		403,953
Transaction bonuses and other adjustments		43,689
Purchase consideration	\$	853,264
Assets:		
Cash and cash equivalents	\$	2,242
Restricted cash		268
Trade and other receivables		97,152
Contract assets		23,144
Inventory		56,147
Advances to suppliers		17,125
Prepaid and other current assets		5,799
Property and equipment		165,815
Intangible assets		297,000
Operating lease right-of-use assets		32,174
Orbital receivables, non-current		223,366
Total assets		920,232
Liabilities:		
Accounts payable and accrued expenses		40,429
Contract liabilities		161,716
Operating lease liabilities, current		17,986
Other current liabilities		61,977
Pension and other postretirement benefits, non-current		54,792
Operating lease liabilities, non-current		40,578
Other non-current liabilities		49,535
Total liabilities		427,013
Noncontrolling interests		415
Fair value of net identifiable assets acquired		492,804
Goodwill	\$	360,460

The following table summarizes the preliminary estimated fair values of intangible assets acquired by class and the related estimated lives (in thousands, except useful life in years):

Intangible Asset	Estimated Life in Years	January 13, 2026
Trademark / trade name	1	\$ 5,000
Customer relationships	15	138,000
Developed technologies	15	154,000
Total intangible assets		\$ 297,000

The amounts presented in the tables above represent the preliminary valuation analyses completed to assess the fair values of the assets acquired and liabilities assumed and the amount of goodwill to be recognized as of the acquisition date. These fair values were based on management’s estimates and assumptions but are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. All values remain preliminary including, but not limited to, intangible assets, including the preliminary assumptions used in their estimates of fair values and their respective estimated useful lives, the valuation of certain tangible and financial assets, working capital accounts, income taxes, and residual goodwill. The final determination of the fair values, purchase consideration, related income tax impacts and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. Any adjustments to provisional amounts that are identified during the measurement period will be recorded in the reporting period in which the adjustment is determined.

The results of operations of Lanteris has been included in the Company’s condensed consolidated statement of operations since the date of acquisition, January 13, 2026. For the three and six months ended June 30, 2026, Lanteris contributed revenue of \$166.7 million and \$308.3 million, respectively, and operating income of \$24.5 million and \$24.7 million, respectively.

The following unaudited supplemental pro forma results of operations have been prepared based on the historical information of the Company and Lanteris, and reflects the combined results of operations as if the acquisition had been consummated on January 1, 2025.

The unaudited supplemental pro forma financial information does not give effect to the potential impact of current financial conditions, any anticipated synergies, operating efficiencies or cost savings that we may expect to result from the acquisitions. The unaudited pro forma financial information is for informational purposes only and is not necessarily indicative of what the actual results of operations would have been had these business combinations occurred on January 1, 2025.

(in thousands)	Unaudited				Unaudited			
	Three Months Ended June 30,				Six Months Ended June 30,			
	2026		2025		2026		2025	
Total revenues	\$	206,168	\$	203,433	\$	406,014	\$	421,589
Net loss	\$	(62,841)	\$	(1,847)	\$	(117,202)	\$	(49,486)
Net income (loss) attributable to the Company	\$	(46,445)	\$	11,178	\$	(85,665)	\$	(48,832)
Net income (loss) attributable to Class A common shareholders	\$	(46,612)	\$	11,027	\$	(85,994)	\$	(49,130)

KinetX Acquisition

On October 1, 2025, the Company completed the stock purchase agreement to acquire 100% of the issued and outstanding capital stock of KinetX. KinetX is a privately-held, Arizona-based aerospace company with more than 30 years of experience delivering flight-proven, deep-space navigation, systems engineering, ground software, and constellation mission design to the U.S. government and international customers. The consideration for the acquisition totaled approximately \$31.3 million, consisting of cash consideration of \$15.0 million, seller payable adjustments of \$1.1 million treated as consideration transferred, and the issuance of 1,104,178 shares of the Company’s Class A Common Stock valued at \$11.7 million based on the acquisition date closing stock price of \$10.61. Approximately 329,827 shares of Class A Common Stock valued at \$3.5 million, were held back in escrow to settle any post-closing adjustments and/or potential claims. The holdback was accounted for as contingent consideration and recorded as a liability based on its estimated fair value as of the acquisition date. The Company funded the cash consideration using cash on hand. Goodwill primarily represents expected synergies, assembled workforce, and future growth opportunities. The goodwill is not fully deductible for income tax purposes.

The following table presents the purchase consideration and the preliminary estimated fair values of the assets acquired and liabilities assumed by the Company as of the acquisition date (in thousands):

	October 1, 2025	
Cash consideration	\$	15,000
Fair value of Class A Common Stock issued		11,715
Equity holdback in escrow		3,500
Transaction costs and other adjustments payable to the seller		1,130
Purchase consideration	\$	31,345
Assets:		
Cash and cash equivalents	\$	1,247
Trade accounts receivable		1,232
Contract assets		34
Prepaid and other current assets		306
Property and equipment, net		134
Intangible assets, net		13,300
Operating lease right-of-use assets		495
Total assets		16,748
Liabilities:		
Accounts payable and accrued expenses		232
Operating lease liabilities, current		114
Deferred tax liability, current		2,847
Other current liabilities		584
Operating lease liabilities, non-current		381
Total liabilities		4,159
Fair value of net identifiable assets acquired		12,589
Goodwill	\$	18,756

The following table summarizes the preliminary estimated fair values of intangible assets acquired by class and the related estimated lives (in thousands, except useful life in years):

Intangible Asset	Estimated Life in Years	October 1, 2025
Customer relationships	10	\$ 1,900
Developed technology	10	11,400
Total intangible assets		\$ 13,300

The amounts presented in the tables above represent preliminary valuation analyses completed to assess the fair values of the assets acquired and liabilities assumed and the amount of goodwill to be recognized as of the acquisition date. These fair values were based on management's estimates and assumptions but are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date. All values remain preliminary including, but not limited to, intangible assets, including the preliminary assumptions used in their estimates of fair values and their respective estimated useful lives, the valuation of certain tangible assets, working capital accounts, income taxes, and residual goodwill. The final determination of the fair values, purchase consideration, related income tax impacts and residual goodwill will be completed as soon as practicable, and within the measurement period of up to one year from the acquisition date as permitted under GAAP. Any adjustments to provisional amounts that are identified during the measurement period will be recorded in the reporting period in which the adjustment is determined.

The result of operations of KinetX has been included in the Company's condensed consolidated statement of operations since the date of acquisition, October 1, 2025. For the three and six months ended June 30, 2026, KinetX contributed revenues of \$1.4 million and \$2.9 million, respectively, and incurred operating loss of \$1.1 million and \$2.3 million, respectively.

NOTE 4 - REVENUE

Disaggregated Revenue

The following table disaggregates our revenue by contract type for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,							
	2026		2025		2026		2025					
Revenue by contract type												
Fixed price	\$	180,018	87 %	\$	27,534	55 %	\$	342,105	87 %	\$	65,717	58 %
Cost reimbursable		21,194	11 %		21,090	42 %		40,498	11 %		43,687	39 %
Time and materials		2,200	1 %		1,689	3 %		4,439	1 %		3,433	3 %
Revenue from contracts with customers		203,412	99 %		50,313	100 %		387,042	99 %		112,837	100 %
Grant revenue		2,756	1 %		—	— %		5,856	1 %		—	— %
Total revenue	\$	206,168	100 %	\$	50,313	100 %	\$	392,898	100 %	\$	112,837	100 %

The following table disaggregates our revenue by customer type for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three Months Ended June 30,						Six Months Ended June 30,					
	2026			2025			2026			2025		
Revenue by customer type												
Commercial	\$	66,279	32 %	\$	2,106	4 %	\$	130,468	33 %	\$	12,184	11 %
Civil		76,281	37 %		46,509	93 %		144,854	37 %		98,600	87 %
National security		60,852	30 %		1,698	3 %		111,720	29 %		2,053	2 %
Revenue from contracts with customers		203,412	99 %		50,313	100 %		387,042	99 %		112,837	100 %
Grant revenue		2,756	1 %		—	— %		5,856	1 %		—	— %
Total revenue	\$	206,168	100 %	\$	50,313	100 %	\$	392,898	100 %	\$	112,837	100 %

We geographically disaggregate revenue based on the customer’s country of domicile. Most revenue is derived from customers in the United States. Revenue from foreign customers represented 0.5% and 0.3% of total revenue for the three and six months ended June 30, 2026, respectively, compared to 0.3% and 4.7%, respectively, for the three and six months ended June 30, 2025.

Contract Assets and Liabilities

Contract assets primarily relate to deferred contract costs for subcontracted launch services, as well as work completed not yet billed for performance obligations that are satisfied over time. Deferred contract costs and unbilled receivables are recorded contract assets on our condensed consolidated balance sheets. Contract assets related to deferred contract costs are amortized straight-line across the life of the long-term service arrangement. Contract assets related to work completed for performance obligations that are satisfied over time are transferred to receivables when the right to consideration becomes unconditional. Contract liabilities relate to billings or consideration received in advance of performance (obligation to transfer goods or services to a customer) under the contract as well as provisions for loss contracts. Contract liabilities are recognized as revenue when the performance obligation has been performed. Current deferred revenue and provisions for loss contracts are recorded in current contract liabilities on our condensed consolidated balance sheets. Long-term deferred revenue and provisions for loss contracts are recorded in long-term contract liabilities on our condensed consolidated balance sheets.

The following table presents contract assets as of June 30, 2026 and December 31, 2025 (in thousands):

	June 30, 2026	December 31, 2025
Contract assets		
Unbilled receivables ⁽¹⁾	\$ 50,916	\$ 12,228
Deferred contract costs	76	8
Total	<u>\$ 50,992</u>	<u>\$ 12,236</u>

(1) The balance as of June 30, 2026 includes approximately \$26.0 million related to Lanteris, which was acquired on January 13, 2026. See Note 3 for additional information on the Lanteris acquisition.

Amortization expense associated with deferred contract costs for subcontracted launch services was recorded in cost of service revenue and was \$7.1 million and \$14.3 million for the three and six months ended June 30, 2026, respectively, compared to \$7.6 million and \$15.6 million for the three and six months ended June 30, 2025, respectively. Launch delay fees are recorded directly to the cost of service revenue and were \$0.8 million and \$2.3 million for the three and six months ended June 30, 2025 and no launch delay fees were incurred for the three and six months ended June 30, 2026.

The following table presents contract liabilities as of June 30, 2026 and December 31, 2025 (in thousands):

	June 30, 2026	December 31, 2025
Contract liabilities – current		
Deferred revenue ⁽¹⁾	\$ 201,951	\$ 45,712
Contract loss provision	11,527	6,996
Accrued launch costs	2,040	4,660
Total contract liabilities – current	<u>215,518</u>	<u>57,368</u>
Contract liabilities – long-term		
Deferred revenue	1,635	5,900
Contract loss provision	2,430	441
Total contract liabilities – long-term	<u>4,065</u>	<u>6,341</u>
Total contract liabilities	<u>\$ 219,583</u>	<u>\$ 63,709</u>

(1) The balance as of June 30, 2026 includes approximately \$156.5 million in contract liabilities, current, related to Lanteris, which was acquired on January 13, 2026. See Note 3 for additional information on the Lanteris acquisition.

Revenue recognized from amounts included in contract liabilities at the beginning of the period was \$14.9 million and \$22.9 million during the six months ended June 30, 2026 and 2025, respectively.

Loss Contracts

A contract loss occurs when the current estimate of the consideration that we expect to receive is less than the current estimate of total estimating costs to complete the contract. For purposes of determining the existence of or amount of a contract loss, we consider total contract consideration, including any variable consideration constrained for revenue recognition purposes. We may experience favorable or unfavorable changes to contract losses from time to time due to changes in estimated contract costs and modifications that result in changes to contract price. We recorded net losses related to contracts with customers of \$19.8 million and \$22.5 million for the three and six months ended June 30, 2026, respectively, and \$20.9 million and \$22.2 million for the three and six months ended June 30, 2025, respectively.

The status of these loss contracts was as follows:

- Our IM-2 mission contract for lunar payload services, became a loss contract in 2023 due to estimated contract costs exceeding the estimated amount of consideration that we expected to receive. The IM-2 mission associated with this contract was completed in March 2025. For the three months ended March 31, 2025, changes in estimated contract costs resulted in an \$1.0 million in contract loss. During the third quarter of 2025, the IM-2 mission contract was closed-out and we recognized revenue of approximately \$5.5 million was recognized in

revenue. As of December 31, 2025, there were no contract loss provisions remaining recorded in contract liabilities, current in our condensed consolidated balance sheets.

- Our IM-3 mission contract for lunar payload services became a loss contract in 2021 because estimated contract costs exceeded the estimated consideration expected to be received under the contract. For the six months ended June 30, 2026 and 2025, changes in estimated contract costs resulted in additional contract losses of \$6.3 million and \$18.5 million, respectively. The higher estimated contract costs during 2025 was primarily driven by the alignment of the mission schedule with the completion of an internally-developed satellite to be placed in lunar orbit to meet NSN contract obligations. The period of performance for this contract currently runs through March 2027. As of June 30, 2026, this contract was approximately 91% complete. As of June 30, 2026 and December 31, 2025, the contract loss provision recorded in contract liabilities, current was \$4.2 million and \$6.5 million, respectively in our condensed consolidated balance sheets.
- Our IM-4 mission contract for lunar payload services, became a loss contract during the second quarter of 2025 due to estimated contract costs exceeding the estimated amount of consideration that we expect to receive. During the six months ended June 30, 2026 and 2025, revisions to estimated contract costs resulted in additional contract losses of \$16.2 million and \$2.7 million, respectively. The increase in estimated contract costs was primarily driven by obligations to meet customer payload requirements. As of June 30, 2026 this contract was approximately 45% complete. The period of performance for this contract currently runs through August 2028. As of June 30, 2026 and December 31, 2025, the contract loss provision recorded in contract liabilities, current was \$7.3 million and \$0.5 million, respectively, and \$2.4 million and \$0.4 million, respectively, recorded in contract liabilities, non-current, in our condensed consolidated balance sheets.
- The remaining loss contracts are individually and collectively immaterial.

Remaining Performance Obligations

Remaining performance obligations represent the remaining transaction price of firm orders for which work has not yet been performed and excludes unexercised contract options. As of June 30, 2026, the aggregate amount of the transaction price allocated to remaining fixed price performance obligations was \$814.7 million. The Company expects to recognize revenue on approximately 30-35% of the remaining performance obligations over the remaining 6 months, 35-40% in 2027 and the remaining thereafter over the next three years. Remaining performance obligations do not include variable consideration that was determined to be constrained as of June 30, 2026 due to the uncertainty of achieving performance milestones or other factors not yet resolved.

For time and materials contracts and cost reimbursable contracts, we have adopted the practical expedient that allows us to recognize revenue based on our right to invoice; therefore, we do not report unfulfilled performance obligations for time and materials and cost reimbursable agreements.

Grant Revenue and Related Matters

In April 2025, the Texas Space Commission ("TSC") selected Intuitive Machines for a grant up to \$10.0 million from the Space Exploration and Research Fund. This funding supports the development of an Earth reentry vehicle and orbital fabrication lab designed to enable microgravity biomanufacturing and is intended to serve as a critical risk-reduction platform for the Company's future lunar sample return missions. Under the TSC grant, the Company will apply up to \$10.0 million in funds pursuant to budget periods defined in the TSC award through June 30, 2026 as reimbursement for costs incurred in completing the tasks, specified by the Company, to complete the design of the Earth reentry vehicle. The TSC can terminate the TSC award for convenience. Under such a termination, the Company will be permitted to seek reimbursement of valid costs incurred through the date of termination. During the three and six months ended June 30, 2026, the Company recognized grant revenue of \$2.8 million and \$5.9 million, respectively, with the corresponding cost of grant revenue recognized in the condensed consolidated statement of operations.

NOTE 5 - TRADE AND OTHER RECEIVABLES, NET

	June 30, 2026	December 31, 2025
Trade receivables	\$ 79,550	\$ 12,637
Orbital receivables, current	38,484	—
Grant receivables	5,288	2,851
Allowance for credit losses	(3,652)	(3,295)
Trade and other receivables, net	<u>\$ 119,670</u>	<u>\$ 12,193</u>

Orbital Receivables

Orbital receivables arise from performance incentives under certain satellite construction contracts. The Company acquired substantially all of its existing orbital receivables in connection with the Lanteris acquisition in January 2026. Orbital receivables are payable over the estimated in-orbit life of the applicable satellite and remain contingent on the satellite achieving specified in-orbit performance requirements.

As of June 30, 2026, non-current orbital receivables, net of allowances, were \$209.8 million. Orbital receivables were outstanding from 11 customers, of which three customers individually represented approximately 35%, 30%, and 17%, respectively, of aggregate current and non-current orbital receivables, net of allowances. The Company did not enter into any new securitization transactions involving orbital receivables during the six months ended June 30, 2026.

The expected timing of remaining contractual cash flows associated with orbital receivables, including incremental contractual consideration contingent on continued satellite performance, is as follows (in thousands):

	Total	2026	2027	2028	2029	2030	Thereafter
Contractual cash flows from orbital receivables	\$ 280,511	\$ 24,432	\$ 48,991	\$ 38,390	\$ 33,545	\$ 30,174	\$ 104,979

Allowance for credit losses

The following table provides a roll-forward of the Company's allowance for credit losses related to our trade receivables (in thousands):

	Six Months Ended June 30,	
	2026	2025
Beginning balance	\$ 3,295	\$ —
Provision for credit losses	357	135
Write-offs	—	(135)
Ending balance	<u>\$ 3,652</u>	<u>\$ —</u>

Certain orbital receivables are pledged or otherwise subject to the Company's securitization facility. See Note 10 - Debt for additional information.

Customer credit and contract exposure

On June 30, 2026, certain subsidiaries and affiliates of EchoStar Corporation commenced voluntary proceedings under Chapter 11 of the United States Bankruptcy Code. On August 2, 2026, Hughes Satellite Systems Corporation and certain additional EchoStar-affiliated entities commenced separate Chapter 11 proceedings. Certain entities included in the August 2 proceedings are direct contractual counterparties under certain of the Company's completed satellite programs, while other debtor entities have historically served as payors, sold-to parties or otherwise have been associated with certain Company contracts.

At June 30, 2026, the Company had approximately \$10.1 million of accounts receivables and \$41.4 million of orbital receivables, associated with EchoStar-affiliated entities. The Company had zero contract assets associated with these entities at June 30, 2026. The Company also continues to perform under an active satellite construction contract with an EchoStar-affiliated entity that was not a debtor as of August 13, 2026.

The Company evaluated the collectability of its accounts receivable and orbital receivables under the expected-credit-loss guidance and reassessed the effect of the bankruptcy proceedings on revenue recognition for its active construction

contract. In performing this evaluation, the Company considered, among other factors, the identity and legal obligations of the contractual counterparties, historical and subsequent payment activity, the status of the applicable contracts, expected recoveries and information obtained through the bankruptcy proceedings.

Based on information available through August 13, 2026, the Company did not record an incremental allowance for expected credit losses or an adjustment to revenue recognition related to these matters as of June 30, 2026. This conclusion remains subject to completion of management’s contract-specific assessment of expected recoveries and payment timing, including amounts associated with contractual counterparties that are debtors, confirmation of subsequent payment activity, and evaluation of developments in the bankruptcy proceedings through the filing date.

The bankruptcy proceedings remain ongoing and the ultimate treatment of certain of the Company’s claims and contracts has not been determined. Changes in expected recoveries or payment timing, the treatment of contracts or claims in bankruptcy, payment delays, contract modifications or rejection, additional affiliate filings or other adverse developments could result in future credit losses, changes in revenue recognition, delayed cash collections or disruption of contract performance.

NOTE 6 - INVENTORY, NET

The Company acquired inventory in connection with its acquisition of Lanteris in January 2026, as further discussed in Note 3. As of June 30, 2026, inventories consisted of the following (in thousands):

		June 30, 2026
Raw materials	\$	36,486
Work in progress		23,455
Total Inventory	\$	59,941

NOTE 7 - PROPERTY AND EQUIPMENT, NET

As of June 30, 2026 and December 31, 2025, property and equipment, net consisted of the following (in thousands):

	June 30, 2026 ⁽¹⁾	December 31, 2025
Leasehold improvements	\$ 35,407	\$ 336
Vehicles and trailers	188	146
Computers and software	12,899	7,931
Furniture and fixtures	4,158	3,097
Machinery and equipment	100,938	9,632
Construction in progress	133,699	54,964
Property and equipment, gross	287,289	76,106
Less: accumulated depreciation and amortization	(22,663)	(7,556)
Property and equipment, net	\$ 264,626	\$ 68,550

(1) The balance as of June 30, 2026 includes approximately \$158.3 million of property and equipment, net (of which \$45.7 million is for construction in progress) related to Lanteris which was acquired on January 13, 2026. See Note 3 for additional information on the Lanteris acquisition.

Total depreciation expense related to property and equipment for the three and six months ended June 30, 2026 was \$7.9 million and \$15.1 million, and \$0.8 million and \$1.4 million, respectively, for the three and six months ended June 30, 2025.

As of June 30, 2026 and December 31, 2025, construction in progress included \$86.2 million and \$50.8 million, respectively, in capitalized costs associated with the fabrication and development of communications satellites and ground network assets, primarily in support of the NASA Near Space Network (“NSN”) contract.

NOTE 8 - GOODWILL AND INTANGIBLE ASSETS, NET**Goodwill**

The following table presents the changes in the Company's goodwill balance as of June 30, 2026 (in thousands):

	Gross Carrying Amount	Impairment	Net Carrying Amount
Balance, December 31, 2025	\$ 18,697	\$ —	\$ 18,697
Acquisition of Lanteris (Note 3)	360,460	—	360,460
Adjustment related to KinetX acquisition	59	—	59
Balance, June 30, 2026	<u>\$ 379,216</u>	<u>\$ —</u>	<u>\$ 379,216</u>

Intangible Assets, Net

Intangible assets, net consist of the following as of June 30, 2026 and December 31, 2025 (in thousands, except useful life in years):

	Weighted average useful life	June 30, 2026		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Acquired intangible assets				
Trademark / trade name	1	\$ 5,000	\$ (2,500)	\$ 2,500
Customer relationships	15	139,900	(4,742)	135,158
Developed technology	15	165,399	(5,988)	159,411
Total intangible assets, net		<u>\$ 310,299</u>	<u>\$ (13,230)</u>	<u>\$ 297,069</u>

	Weighted average useful life	December 31, 2025		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Acquired intangible assets				
Customer relationships	10	\$ 1,900	\$ (47)	\$ 1,853
Developed technology	10	11,400	(285)	11,115
Total intangible assets, net		<u>\$ 13,300</u>	<u>\$ (332)</u>	<u>\$ 12,968</u>

Our acquired intangible assets are amortized to expense on a straight-line basis over their estimated useful lives. Amortization expense was \$7.1 million and \$12.9 million for the three and six months ended June 30, 2026, respectively. No amortization expense was recorded during the three and six months ended June 30, 2025. During the three and six months ended June 30, 2026 and 2025, the Company did not recognize any impairment losses related to intangible assets. As of June 30, 2026, estimated future amortization expense for acquired intangible assets is approximately \$12.9 million for the remainder of 2026 and \$20.8 million per year for each of the years from 2027 through 2030.

For additional information on our acquired intangible assets, see Note 3.

NOTE 9 - LEASES

The Company leases real estate for administrative office space, research, marketing and light manufacturing operations of the lessee's aerospace related research and development business under operating leases.

The Company has operating and finance leases for real estate and equipment with remaining lease terms ranging from 8 months to 271 months, some of which contain options to extend and some of which contain options to terminate the lease without cause at the option of lessee.

The Company's real estate leasing agreements include terms requiring the Company to reimburse the lessor for its share of real estate taxes, insurance, operating costs and utilities which the Company accounts for as variable lease costs when incurred since the Company has elected to not separate lease and components, and hence are not included in the

measurement of lease liability. There are no restrictions or covenants imposed by any of the leases, and none of the Company's leases contain material residual value guarantees.

The following table presents the balance sheet information related to leases as follows (in thousands):

	June 30, 2026 ⁽¹⁾	December 31, 2025
Operating lease right-of-use assets	\$ 72,704	\$ 36,755
Finance lease right-of-use assets	78	94
Total right-of-use assets	<u>\$ 72,782</u>	<u>\$ 36,849</u>
Operating lease liabilities, current	\$ 25,104	\$ 10,466
Operating lease liabilities, non-current	68,298	26,290
Total operating lease liabilities	<u>93,402</u>	<u>36,756</u>
Finance lease liabilities, current	\$ 27	\$ 48
Finance lease liabilities, non-current	19	20
Total finance lease liabilities	<u>46</u>	<u>68</u>
Total lease liabilities	<u>\$ 93,448</u>	<u>\$ 36,824</u>

(1) As of June 30, 2026, the lease balances included approximately \$35.7 million of operating right-of-use assets, \$18.1 million of operating lease liabilities, current, and \$41.4 million of operating lease liabilities, non-current related to Lanteris which was acquired on January 13, 2026. See Note 3 for additional information regarding the acquisition of Lanteris.

The components of total lease expense recorded in cost of product revenue (excluding depreciation and amortization) and general and administrative expense (excluding depreciation and amortization) are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Operating lease cost	\$ 4,653	\$ 1,122	\$ 7,997	\$ 2,315
Finance lease cost	9	9	18	20
Variable lease cost	887	—	1,575	—
Short-term lease cost	113	23	238	27
Total lease cost	<u>\$ 5,662</u>	<u>\$ 1,154</u>	<u>\$ 9,828</u>	<u>\$ 2,362</u>

The components of supplemental cash flow information are as follows (in thousands):

	Six Months Ended June 30,			
	2026		2025	
	Operating Leases	Finance Leases	Operating Leases	Finance Leases
Cash paid for amounts included in the measurement of lease liabilities:				
Cash flows from operating activities	\$ 16,559	\$ 2	\$ 1,237	\$ 4
Cash flows from financing activities	\$ —	\$ 9	\$ —	\$ 21
Right-of-use assets obtained in exchange for new lease liabilities	\$ 1,997	\$ —	\$ —	\$ —
Right-of-use assets increase in exchange for lease modifications	\$ 7,555	\$ —	\$ —	\$ —
Weighted average remaining lease term (months)	103	23	200	24
Weighted average discount rate	7.4 %	8.1 %	6.5 %	8.0 %

The table below includes the estimated future undiscounted cash flows for operating and finance leases as of June 30, 2026 (in thousands):

	Operating Leases	Finance Leases
Remainder of 2026	\$ 17,475	\$ 20
2027	21,551	21
2028	20,157	8
2029	19,882	—
2030	6,263	—
Thereafter	67,043	—
Total undiscounted lease payments	\$ 152,371	\$ 49
Less: imputed interest	58,969	3
Present value of lease liabilities	\$ 93,402	\$ 46

NOTE 10 - DEBT

The following table summarizes our outstanding debt (in thousands):

	June 30, 2026	December 31, 2025
Convertible Notes	\$ 345,000	\$ 345,000
Less: unamortized debt discount	(7,877)	(8,803)
Less: unamortized debt issuance costs	(771)	(862)
Total long-term debt	\$ 336,352	\$ 335,335

Convertible Notes

On August 18, 2025, the Company issued \$345.0 million aggregate principal amount of 2.500% convertible senior notes due 2030 (the “Convertible Notes”). The Convertible Notes are general, unsecured obligations of the Company and bear interest at a fixed rate of 2.500% per year, payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2026. The Convertible Notes will mature on October 1, 2030, unless earlier converted, redeemed, or repurchased.

The Convertible Notes are convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding July 1, 2030 only under the following conditions: (1) during any calendar quarter commencing after the calendar quarter ending on December 31, 2025 (and only during such calendar quarter), if the last reported sale price of the Company’s Class A Common Stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (2) during the five business day period after any ten consecutive trading day period (the “Measurement Period”) in which the trading price per \$1,000 principal amount of the Convertible Notes for each trading day of the Measurement Period was less than 98% of the product of the last reported sale price of the Class A Common Stock and the conversion rate on each such trading day; (3) if the Company issues a notice of redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate events. On or after July 1, 2030 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of their notes at any time, in integral multiples of \$1,000 principal amount, at the option of the holder regardless of the foregoing conditions. Upon conversion, the Company may satisfy its conversion obligation by paying or delivering, as the case may be, cash, shares of Class A Common Stock or a combination of cash and shares of Class A Common Stock, at the Company’s election.

The Company may not redeem the notes prior to October 6, 2028. The Company may redeem for cash all or any portion of the notes, at the Company’s option, on or after October 6, 2028 and prior to the 26th scheduled trading day immediately preceding the maturity date, but only if the “liquidity condition” (as defined below) is satisfied and the last reported sale price of the Class A Common Stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of

redemption, at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. The “liquidity condition” is satisfied if the Company has filed all reports and other materials required to be filed by Section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months, after giving effect to all applicable grace periods thereunder and other than current reports on Form 8-K; or if the Company has elected to settle all conversions by cash settlement. If the Company redeems less than all the outstanding Convertible Notes, at least \$75.0 million aggregate principal amount must be outstanding and not subject to redemption as of, and after giving effect to, delivery of the relevant notice of redemption (unless the Company makes an “all notes election” with respect to such partial redemption, in which case such partial redemption limitation shall not apply). No sinking fund is provided for the notes.

The initial conversion rate for the Convertible Notes is 76.2631 shares of Class A Common Stock per \$1,000 principal amount of the notes, which represents an initial conversion price of approximately \$13.1125 per share of Class A Common Stock. The conversion rate and conversion price are subject to customary adjustments upon the occurrence of certain events. In addition, holders who convert their notes in connection with a make-whole fundamental change or a notice of redemption may be entitled to an increase in the conversion rate. For the potential dilutive impact of the Convertible Notes if-converted, refer to Note 17 - Net Loss per Share.

The Convertible Notes include customary covenants and certain events of default after which the notes may be declared immediately due and payable and set forth certain types of bankruptcy or insolvency events of default involving the Company after which the notes become automatically due and payable. As of June 30, 2026, the Company was in compliance with all debt covenant requirements related to the Convertible Notes.

As of June 30, 2026, the aggregate fair value of the Convertible Notes was \$670.9 million based on an observable market quote in an active market (Level 2 inputs). Debt discount and issuance costs are comprised of costs incurred in connection with debt issuance and are presented in the accompanying condensed consolidated balance sheet as a deduction to the carrying amount of the debt and amortized using the effective interest method to interest expense over the term of the debt. The conversion feature was evaluated under ASC 815, “Derivatives and Hedging” and ASC 470-20 “Debt with Conversion and Other Options” and was not separated as a derivative because it met the equity scope exception; therefore, the Convertible Notes are accounted for entirely as a liability. As of June 30, 2026, the effective interest rate on the Convertible Notes, including the impact of the debt discount and issuance costs, was approximately 3.07%. During the three and six months ended June 30, 2026, the Company recognized \$2.7 million and \$5.3 million, respectively, of interest expense related to the Convertible Notes which included the amortization of the debt discount and issuance costs of \$0.5 million and \$1.0 million, respectively.

Capped Calls

On August 18, 2025, in connection with the issuance of the Convertible Notes (as described above), the Company entered into capped call transactions (the “Capped Calls”) with certain financial institutions at an aggregate cost of approximately \$36.8 million. The Capped Calls cover, subject to anti-dilution adjustments, the number of Class A Common Stock underlying the Convertible Notes. The Capped Calls can be settled in cash or shares at the Company’s option and are expected generally to reduce the potential dilution to the Class A Common Stock upon any conversion of the Convertible Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of the Convertible Notes. The Capped Calls have an initial strike price of \$13.1125 and an initial cap price of \$20.9800 per share, which are subject to certain adjustments under the terms of the Capped Calls. The Capped Calls meet the criteria for equity classification under ASC 815-40 as they are indexed to the Company’s own stock and require settlement in shares or cash at the Company’s option. The Capped Calls cover approximately 26,310,770 of Class A Common Stock. These instruments are excluded from diluted earnings per share calculations as they are currently anti-dilutive.

Stifel Loan Agreement

On March 4, 2025, we entered into a loan and security agreement (the “Loan Agreement”) with Stifel Bank. The Loan Agreement provides for a secured revolving credit facility in an aggregate principal amount of up to \$40.0 million (the “Revolving Facility”). The proceeds of the loans (and any letters of credit issued thereunder) may be used for the funding of growth initiatives, including working capital needs and general corporate purposes as the Company continues to focus on minimizing its cost of capital while maximizing available funding alternatives. Amounts outstanding under the Revolving Facility bear interest at a rate per annum equal to the greater of (a) Term SOFR (secured overnight financing rate) plus 2.75% and (b) 6.00% and requires the Company to meet certain financial and other covenants. The Loan Agreement matures on April 30, 2027 (the “Maturity Date”). Subject to certain conditions in the Loan Agreement, amounts borrowed thereunder may be repaid and reborrowed at any time prior to the Maturity Date.

On January 12, 2026, the Company and Stifel Bank entered into a waiver, in respect to the Loan Agreement pursuant to which Stifel Bank consented to the acquisition of Lanteris (as discussed in Note 3) and halted any borrowing and covenant obligations by the Company under the Revolving Facility. As of June 30, 2026, there was no outstanding debt under the Stifel Loan Agreement.

Orbital Receivable Securitization Facility

The Company maintains a revolving securitization facility with ING Belgium NV/SA (“ING”) pursuant to which certain eligible orbital receivables (as discussed in Note 5) may be transferred to the financial institution. Because the transfers do not meet the criteria for sale accounting under ASC 860, the transferred orbital receivables remain recognized in the condensed consolidated balance sheets and proceeds received are accounted for as secured borrowings.

The related securitization liabilities are subsequently measured at amortized cost using the effective interest method and are classified as current or non-current based on the expected timing of settlement. Customer collections on the underlying orbital receivables are remitted to the financial institution and reduce the related securitization liabilities. Interest expense associated with the securitization liabilities is recognized over the applicable borrowing period.

Securitization liabilities current and non-current are included in other current liabilities, and other non-current liabilities, respectively, in our condensed consolidated balance sheet as follows (in thousands):

	June 30, 2026	
Current portion	\$	23,157
Non-current portion		26,238
Total securitization liabilities	\$	49,395

NOTE 11 - INCOME TAXES

The Company is a corporation and thus is subject to United States (“U.S.”) federal, state and local income taxes. Intuitive Machines, LLC is a partnership for U.S. federal income tax purposes and therefore does not pay U.S. federal income tax on its taxable income. Instead, the Intuitive Machines, LLC unitholders, including the Company, are liable for U.S. federal income tax on their respective shares of Intuitive Machines, LLC’s taxable income. Intuitive Machines, LLC is liable for income taxes in those states which tax entities classified as partnerships for U.S. federal income tax purposes.

For the three and six months ended June 30, 2026, we recognized U.S. federal and state income tax expense of \$8 thousand and \$10 thousand, respectively. For the corresponding periods in 2025, we recognized no U.S. federal and state expense for income taxes. Our effective combined U.S. federal and state income tax rate was 0.01% for the three and six months ended June 30, 2026 and 0.00% for the corresponding periods ended June 30, 2025.

In conjunction with the consummation of the Transactions, Intuitive Machines, Inc. entered into a tax receivable agreement (the “TRA”). Pursuant to the TRA, the Company is required to pay the TRA Holders (certain Intuitive Machines, LLC members and related parties to the Company) 85% of the amount of the cash tax savings, if any, in U.S. federal, state, and local taxes that are based on, or measured with respect to, net income or profits, and any interest related thereto that the Company realizes, or is deemed to realize, as a result of certain tax attributes, including:

- existing tax basis in certain assets of Intuitive Machines, LLC and its subsidiaries;
- tax basis adjustments resulting from taxable exchanges of Intuitive Machines, LLC Common Units acquired by the Company;
- certain tax benefits realized by the Company as a result of the Business Combination; and
- tax deductions in respect of portions of certain payments made under the TRA.

All such payments to the TRA Holders are the obligations of the Company, and not that of Intuitive Machines, LLC. As of June 30, 2026, based primarily on historical losses of the Company, management has determined it is more-likely-than-not that the Company will be unable to utilize its deferred tax assets subject to the TRA; therefore, management applies a full valuation allowance to deferred tax asset for a corresponding liability under the TRA related to the tax savings the

Company may realize from the utilization of tax deductions related to basis adjustments created by the transactions in the Business Combination Agreement. As of June 30, 2026, management does not expect a TRA liability to be recorded.

On July 4, 2025, President Trump signed into law the One Big Beautiful Bill Act ("OBBBA"). The OBBBA makes permanent key elements of the Tax Cuts and Jobs Act, including 100% bonus depreciation, domestic research cost expensing, and the business interest expense limitation. ASC 740, "Income Taxes", requires the effects of changes in tax rates and laws on deferred tax balances to be recognized in the period in which the legislation is enacted. We have assessed the impact of the OBBBA and determined that the impact on our condensed consolidated financial statements is not material.

NOTE 12 - MEZZANINE EQUITY AND EQUITY

Capital Stock

The table below reflects share information about the Company’s capital stock as of June 30, 2026.

	Par Value	Authorized	Issued	Treasury Stock	Outstanding
Class A Common Stock	\$ 0.0001	500,000,000	171,720,829	(2,191,080)	169,529,749
Class B Common Stock	\$ 0.0001	100,000,000	—	—	—
Class C Common Stock	\$ 0.0001	100,000,000	55,851,004	—	55,851,004
Series A Preferred Stock	\$ 0.0001	25,000,000	5,000	—	5,000
Total shares		725,000,000	227,576,833	(2,191,080)	225,385,753

ATM Program

In connection with the filing of a Registration Statement on Form S-3 (File No. 333-296442) with the SEC, which became effective on June 2, 2026, the Company entered into a Sales Agreement (the “Sales Agreement”), dated June 2, 2026, with Barclays Capital Inc., Cantor Fitzgerald & Co., B. Riley Securities, Inc., Canaccord Genuity LLC, Clear Street LLC, Craig-Hallum Capital Group LLC, Deutsche Bank Securities Inc., KeyBanc Capital Markets Inc., Roth Capital Partners, LLC and Stifel, Nicolaus & Company, Incorporated (collectively, the “Agents”) to sell shares of Class A Common Stock having an aggregate sale price of up to \$500.0 million through our ATM Program. The sales of the shares under the ATM Program may be made by any method permitted by law deemed to be an “at the market offering” as defined in Rule 415 promulgated under the Securities Act of 1933, as amended. The agents sell the Class A Common Stock based upon the Company’s instructions (including any price, time or size limits or other customary parameters or conditions the Company may impose). Under the ATM Program, the agents are entitled to total compensation at a commission rate of up to 3.0% of the sales price per share sold.

As of June 30, 2026, the Company had sold and issued 8,259,379 shares of Class A Common Stock under the ATM Program and received cash proceeds of approximately \$235.2 million, net of \$3.6 million in commissions and transaction fees.

February 2026 Securities Purchase Agreement

On February 27, 2026, the Company completed the issuance and sale to the Investors of 11,574,069 shares of Class A Common Stock at a price of \$15.12 per share for an aggregate purchase price of \$175.0 million pursuant to the terms of the Securities Purchase Agreement.

Series A Preferred Stock (Mezzanine Equity)

As a result of the Private Placement Transaction on September 5, 2023 (as discussed below) and in accordance with the terms of the Certificate of Designation, the Series A Preferred Stock conversion price was reduced from \$12.00 per share to \$5.10 per share. Additionally, as a result of the Warrant Exercise Agreement on January 10, 2024 in conjunction with the warrant transactions discussed in Note 13, the Series A Preferred Stock conversion price was further reduced from \$5.10 per share to \$3.00 per share.

Redeemable Noncontrolling Interests (Mezzanine Equity)

As of June 30, 2026, the prior investors of Intuitive Machines, LLC own 24.8% of the outstanding common units of Intuitive Machines, LLC. The prior investors of Intuitive Machines, LLC have the right to exchange their common units in Intuitive Machines, LLC (along with the cancellation of the paired shares of Class B Common Stock or Class C Common Stock in Intuitive Machines, Inc.) for shares of Class A Common Stock on a one-to-one basis or cash proceeds for an

equivalent amount. The option to redeem Intuitive Machines, LLC's common units for cash proceeds must be approved by the Board. The ability to put common units is solely within the control of the holder of the redeemable noncontrolling interests. If the prior investors elect the redemption to be settled in cash, the cash used to settle the redemption must be funded through a private or public offering of Class A Common Stock and subject to the Company's Board approval.

The financial results of Intuitive Machines, LLC and its subsidiaries are consolidated with Intuitive Machines, Inc. with the redeemable noncontrolling interests' share of our net loss separately allocated.

NOTE 13 - WARRANTS

Preferred Investor Warrants

In conjunction with the issuance of Series A Preferred Stock at closing of the Business Combination, the Company issued 541,667 Preferred Investor Warrants (of which, 104,157 are owned by a related party, Ghaffarian Enterprises, LLC) to purchase one share of the Company's Class A Common Stock with an exercise price of \$15.00, subject to adjustment. The Company evaluated the terms of the Preferred Investor Warrants and determined they meet the criteria to be classified in shareholders' equity upon issuance.

The Preferred Investor Warrants were immediately exercisable upon issuance and expire five years from the closing of the Business Combination. The Preferred Investor Warrants include customary cash and cashless exercise provisions and may be exercised on a cashless basis if, at any time after the six month anniversary of the Closing Date, there is not an effective registration statement with respect to the Class A Common Stock. The Preferred Investor Warrants have the same terms and conditions as the Public Warrants. The Preferred Investor Warrants do not entitle the holder to any voting rights, dividends or other rights as a shareholder of the Company prior to exercise.

As result of the Private Placement Transaction on September 5, 2023 discussed in Note 12 and in accordance with the terms of the Certificate of Designation, the Preferred Investor Warrants exercise price was reduced from \$15.00 to \$11.50 per share and the aggregate number of shares of Class A Common Stock issuable upon exercise of the Preferred Investor Warrants was proportionally increased to 706,522.

As of June 30, 2026, there have been no exercises of the Preferred Investor Warrants.

Conversion Warrants

In connection with the January 2024 Bridge Loan Conversion, the Company agreed to issue to the Guarantor, pursuant to Section 4(a)(2) of the Securities Act of 1933, (i) a new unregistered Series A Common Stock Purchase Warrant to purchase up to an aggregate of 4,150,780 shares of, at the Guarantor's election, Class A Common Stock (at an exercise price per share equal to \$2.57 per share), Class C Common Stock (at an exercise price per share equal to \$0.0001 per share), or a combination thereof, and a term of 5 years, (the "Conversion Series A Warrant") and (ii) a new unregistered Series B Common Stock Purchase Warrant to purchase up to an aggregate of 4,150,780 shares of, at the guarantor's election, Class A Common Stock (at an exercise price per share equal to \$2.57 per share), Class C Common Stock (at an exercise price per share equal to \$0.0001 per share), or a combination thereof, and a term of 18 months (the "Conversion Series B Warrant"), collectively (the "Conversion Warrants"). On May 31, 2024, the guarantor assigned the Conversion Warrants to a third party investor in a private transaction. Pursuant to the assignment to a third party investor, the Conversion Warrants are no longer exercisable for Class C Common Stock. All other terms related to the Conversion Warrants remain the same as previously discussed. Pursuant to the guidance under ASC 480 "Distinguishing Liabilities from Equity," the Company determined that the Conversion Warrants should be recorded as liabilities as of the issuance date and March 31, 2024 and subsequently determined that they meet the criteria in ASC 815, "Derivatives and Hedging", to be classified as a derivative liability as of May 31, 2024 and June 30, 2024, initially measured at fair value with changes in fair value recognized in earnings in other income (expense) on the condensed consolidated statement of operations.

During the period from June 5, 2024 to June 7, 2024, the investor exercised 300,000 Conversion Series B Warrants, resulting in the issuance of an equal number of shares of Class A Common Stock. During the period from November 21, 2024 to November 29, 2024, the investor exercised the remaining 3,850,780 Conversion Series B Warrants, resulting in the issuance of an equal number of Class A Common Stock. As of June 30, 2026, there have been no exercises of the Conversion Series A Warrants.

During the six months ended June 30, 2026, the Company recognized a loss of \$21.0 million from the change in fair value of the Conversion Series A Warrant liability in our condensed consolidated statement of operations. During the six months

ended June 30, 2025, the Company recognized a gain of \$30.0 million from the change in fair value of the Conversion Series A Warrant liability in our condensed consolidated statement of operations. See Note 16 for additional information on the fair value measurement of the Conversion Series A Warrants.

NOTE 14 - SHARE-BASED COMPENSATION

2021 Unit Option Plan

On May 25, 2021, the Intuitive Machines, LLC's board of directors adopted, and its members approved the 2021 Unit Option Plan (the "2021 Plan"). The 2021 Plan allowed Intuitive Machines, LLC to grant incentive unit options ("Incentive Unit Options") to purchase Class B unit interests. Pursuant to the 2021 Plan, up to 6,125,000 shares of Class B units were reserved for issuance, upon exercise of the aforementioned Incentive Unit Options made to employees, directors and consultants.

As a result of the Business Combination discussed in Note 1 and per the terms of the Second Amended and Restated Intuitive Machines, LLC Operating Agreement, the unexpired and unexercised outstanding Incentive Unit Options at the closing of the Business Combination, whether vested or unvested, were proportionately adjusted using a conversion ratio of 0.5562 (rounded down to the nearest whole number of options). The exercise price of each option was adjusted accordingly. Each Incentive Unit Option continues to be subject to the terms and conditions of the 2021 Plan and will be exercisable for Class B common units of Intuitive Machines, LLC (the "Class B Common Units"). When an option is exercised, the participant will receive Class A Common Stock. As a result of the conversions, there was no incremental compensation cost and the terms of the outstanding options, including fair value, vesting conditions and classification, were unchanged.

As of June 30, 2026, Intuitive Machines, LLC was authorized to issue a total of 614,639 Class B Common Units upon exercise of the Incentive Unit Options under the 2021 Plan. The following table provides a summary of the option activity under the 2021 Plan for the six months ended June 30, 2026:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (000's)
Outstanding as of December 31, 2025	748,357	\$ 4.09	5.84	
Granted	—	—		
Exercised	(133,718)	4.39		
Forfeited	—	—		
Balance as of June 30, 2026	614,639	\$ 4.03	5.33	\$ 10,670,186
Exercisable as of June 30, 2026	520,076	\$ 3.19	5.19	\$ 9,465,065

Aggregate intrinsic value represents the difference between the exercise price of the options and the market price of our Class A Common Stock.

The following table provides a summary of weighted-average grant-date fair value of unit options under the 2021 Plan:

	Weighted- Average Grant Date Fair Value
Non-vested as of December 31, 2025	\$ 3.17
Granted	—
Vested	0.87
Forfeited	—
Non-vested as of June 30, 2026	\$ 5.50

Share-based compensation expense related to options was \$33 thousand and \$66 thousand for the three and six months ended June 30, 2026, respectively, \$56 thousand and \$103 thousand for the three and six months ended June 30, 2025, respectively, and was classified in the condensed consolidated statement of operations under general and administrative

expense. As of June 30, 2026, the Company had \$67 thousand in estimated unrecognized share-based compensation costs related to outstanding unit options that is expected to be recognized over a weighted average period of 1.11 years.

Following the consummation of the Business Combination, no new awards will be granted under the 2021 Plan.

Intuitive Machines, Inc. 2023 Long Term Omnibus Incentive Plan (the “2023 Plan”)

The 2023 Plan, which became effective in conjunction with closing of the Business Combination, provides for the award to certain directors, officers, employees, consultants and advisors of the Company of incentive and nonqualified stock options, stock appreciation rights, restricted stock awards, restricted stock units, other stock-based awards as well as cash-based awards and dividend equivalents, as determined, and subject to the terms and conditions established, by the Company’s Compensation Committee. Under the 2023 Plan, a maximum of 12,706,811 shares of Class A Common Stock are authorized to be issued. As of June 30, 2026, the Company has issued restricted stock units (“RSUs”), restricted stock shares (“RSSs”), and performance stock units (“PSUs”). No other awards have been granted under the 2023 Plan. As of June 30, 2026, approximately 4,821,888 shares were available for future grants under the 2023 Plan.

Pursuant to the 2023 Plan, the Company grants RSUs and RSSs with time-based vesting requirements which typically vest over one to four years and PSUs with target performance-based vesting requirements based on continuous service. The fair value of these awards are based on the Company’s closing stock price on the date of grant. As of April 2025, all PSU grants were fully vested.

The following table provides a summary of the Company’s 2023 Plan activity:

	Number of Units ⁽¹⁾	Weighted Average Grant Date Fair Value
Outstanding as of December 31, 2025	2,752,419	\$ 7.58
Granted	2,846,761	17.74
Vested	(965,911)	7.29
Forfeited	(14,477)	14.27
Balance as of June 30, 2026	4,618,792	\$ 13.89

(1) Includes the Company’s issuance of 1,518,163 RSSs associated with the Lanteris acquisition in January 2026. The fair value of the RSSs granted was \$19.76 per share based on the grant date of when all terms and conditions were approved and communicated to employees. The RSSs have service-only vesting conditions and vest in one year. See Note 3 for more information on the Lanteris acquisition.

For the three and six months ended June 30, 2026, the Company recognized share-based compensation expense related to awards granted under the 2023 Plan of \$10.5 million and \$19.3 million, respectively, within general and administrative expense on our condensed consolidated statement of operations, compared to \$2.4 million and \$5.2 million for the corresponding periods in 2025, respectively. As of June 30, 2026, the estimated unrecognized share-based compensation costs related to unvested RSUs and RSSs was \$29.9 million and \$16.2 million, respectively, that is expected to be recognized over a weighted average period of 2.97 years and 0.54 years, respectively.

NOTE 15 - EMPLOYEE BENEFIT PLANS

On January 13, 2026, we acquired Lanteris, and assumed its company-sponsored defined benefit pension and other postretirement plans covering certain employees, for which we recorded net liabilities of approximately \$56.7 million (consisting of \$1.9 million included in other current liabilities and \$54.8 million in non-current liabilities), reflecting an approximate fair value of plan assets of \$336.1 million and a projected benefit obligation of \$392.8 million. The pension and other postretirement plan benefits were frozen on December 31, 2013. The defined benefit plan provides pension benefits based on various factors including prior earnings and length of service. The defined benefit plan is funded, and the Company’s funding requirements are based on the plans’ actuarial measurement framework as established by the plan agreements or applicable laws. The funded plans’ assets are legally separated from the Company and are held by an independent trustee. The trustee is responsible for ensuring that the funds are protected as per applicable laws. The other postretirement benefits, comprised of life insurance is primarily funded out of operating income (loss).

As of June 30, 2026, the Company recorded net pension liabilities of \$50.6 million on our condensed consolidated balance sheet, consisting of \$1.9 million recorded in other current liabilities and the non-current portion of \$48.7 million recorded in pension and other post-retirement benefits.

The service cost component of net periodic benefit cost is recorded in operating expenses, and the other components are recorded in other income (expense), net, in our condensed consolidated statements of operations. The following table summarizes the components of net periodic benefit cost for the Company's pension plans (in thousands):

	Three Months Ended June 30, 2026	Six Months Ended June 30, 2026
Service cost	\$ 400	\$ 1,100
Interest cost	4,547	9,555
Expected return on plans assets	(6,469)	(12,223)
Net periodic benefit	<u>\$ (1,522)</u>	<u>\$ (1,568)</u>

The funding policy for the Company's pension and postretirement benefit plans is to contribute at least the minimum required by applicable laws and regulations. During the period from January 13, 2026 to June 30, 2026, the Company contributed approximately \$4.8 million to the pension plan of the expected fiscal year 2026 contributions of \$8.4 million. Additionally, the Company contributed approximately \$0.3 million to the other postretirement benefit plans.

NOTE 16 - FAIR VALUE MEASUREMENTS

The following tables summarize the fair value of assets and liabilities that are recorded in the Company's condensed consolidated balance sheets as of June 30, 2026 and December 31, 2025 at fair value on a recurring basis.

June 30, 2026					
	Frequency of Measurement	Total	Level 1	Level 2	Level 3
Liabilities					
Warrant liabilities - Conversion Series A	Recurring	81,438	—	—	81,438
Contingent consideration liabilities	Recurring	6,764	6,764	\$ —	—
Total liabilities measured at fair value		<u>\$ 88,202</u>	<u>\$ 6,764</u>	<u>\$ —</u>	<u>\$ 81,438</u>

December 31, 2025					
	Frequency of Measurement	Total	Level 1	Level 2	Level 3
Liabilities					
Warrant liabilities - Conversion Series A	Recurring	\$ 60,394	\$ —	\$ —	\$ 60,394
Contingent consideration liabilities	Recurring	5,353	5,353	—	—
Total liabilities measured at fair value		<u>\$ 65,747</u>	<u>\$ 5,353</u>	<u>\$ —</u>	<u>\$ 60,394</u>

Cash and cash equivalents consist of cash in bank, time deposits and other highly liquid investments purchased with original maturities of less than 90 days. Because of the short-term nature of these instruments, the carrying amounts approximate fair value and therefore are considered Level 1 measurements under the fair value hierarchy.

The following tables provide roll-forwards of the Company’s Level 3 liabilities (in thousands):

	Warrant liabilities - Series A	
Balance, December 31, 2025	\$	60,394
Additions		—
Change in fair value		21,044
Converted to equity		—
Balance, June 30, 2026	\$	81,438

	Earn-out liabilities		Warrant liabilities - Series A	
Balance, December 31, 2024	\$	134,156	\$	68,778
Additions		—		—
Change in fair value		33,369		(29,969)
Converted to equity		(167,525)		—
Balance, June 30, 2025	\$	—	\$	38,809

Earn-out Liabilities

As a result of the Business Combination, certain Intuitive Machines, LLC members received 10,000,000 earn out units of Intuitive Machines, LLC (“Earn Out Units”) subject to certain triggering events. Upon the vesting of any Earn Out Units, each of the certain Intuitive Machines, LLC members will be issued (i) by Intuitive Machines, LLC an equal number of Intuitive Machines, LLC Common Units and (ii) by Intuitive Machines, an equal number of shares of Class C Common Stock, in exchange for surrender of the applicable Earn Out Units and the payment to Intuitive Machines, Inc. of a per-share price equal to the par value per share of the Class C Common Stock. Under the earn out agreement, Earn Out Units of 2,500,000 vested during the year ended December 31, 2023, and the remaining 7,500,000 Earn Out Units vested during six months ended June 30, 2025.

Conversion Series A Warrant Liabilities

The fair value of the Conversion Series A Warrant liabilities as of June 30, 2026 was estimated using a Black-Scholes-Merton model. The significant assumptions utilized in estimating the fair value of the Conversion Series A Warrant liabilities include: (i) a per share price of the Class A Common Stock of \$21.39, (ii) a dividend yield of 0.0%; (iii) a risk-free rate of 4.15%; and (iv) expected volatility of 115%.

Contingent Consideration Liability

On October 1, 2025 and in connection with the purchase consideration related to our acquisition of KinetX, approximately 329,827 shares of Class A Common Stock were held back in escrow to fund post-closing adjustments, in the amount of \$3.5 million, based on the acquisition date closing stock price of \$10.61, and recorded as a contingent consideration liability in our condensed consolidated balance sheets. During the six months ended June 30, 2026, 13,590 shares of Class A Common Stock were released from escrow and issued. The fair value of the contingent consideration liability of the remaining 316,237 shares of Class A Common Stock held in escrow as of June 30, 2026 was estimated based on our Class A Common Stock closing stock price of \$21.39. See Note 3 - Acquisitions for additional information on the acquisition of KinetX.

NOTE 17 - NET LOSS PER SHARE

Basic net income (loss) per share of Class A common stock is computed by dividing net income (loss) attributable to Class A common shareholders for the three and six months ended June 30, 2026 and 2025 by the weighted-average number of shares of Class A common stock outstanding for the same periods.

Diluted net income (loss) per share of Class A common stock includes additional weighted average common shares that would have been outstanding if potential common shares with a dilutive effect had been issued using the if-converted method for the Series A Preferred Stock and Convertible Notes, and the treasury method for our RSUs, PSUs, options, and warrants. During loss periods, diluted net loss per share for all periods presented is the same as basic net loss per share as the inclusion of the potentially issuable shares would be anti-dilutive. The Capped Call transactions entered into in connection with the Convertible Notes (as discussed in Note 10) are excluded from diluted net income (loss) per share calculations as they are designed to reduce potential dilution and are currently anti-dilutive.

The following table presents the computation of the basic and diluted loss per share of Class A Common Stock (in thousands, except share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator				
Net loss	\$ (62,841)	\$ (38,206)	\$ (115,369)	\$ (37,231)
Less: Net loss attributable to redeemable noncontrolling interest	(16,781)	(13,408)	(32,265)	(1,499)
Less: Net income attributable to noncontrolling interest	385	383	728	845
Net loss attributable to the Company	(46,445)	(25,181)	(83,832)	(36,577)
Less: Cumulative preferred dividends	(167)	(151)	(329)	(298)
Net loss attributable to Class A common shareholders	<u>\$ (46,612)</u>	<u>\$ (25,332)</u>	<u>\$ (84,161)</u>	<u>\$ (36,875)</u>
Denominator				
Basic and diluted weighted-average shares of Class A common stock outstanding	162,172,470	117,434,775	155,064,726	112,286,945
Net loss per share of Class A common stock - basic and diluted	<u>\$ (0.29)</u>	<u>\$ (0.22)</u>	<u>\$ (0.54)</u>	<u>\$ (0.33)</u>

The following table presents potentially dilutive securities, as of the end of the periods, excluded from the computation of diluted net loss per share of Class A Common Stock as their effect would be anti-dilutive, their exercise price was out-of-the-money, or because of unsatisfied contingent issuance conditions.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
2023 Plan Awards (RSU and RSS awards) ⁽²⁾	4,886,231	2,986,212	4,886,231	2,986,212
Options ⁽¹⁾	614,639	837,789	614,639	837,789
Series A Preferred Stock ⁽²⁾	2,224,832	2,064,917	2,280,338	2,039,680
Warrants (Conversion Warrants and Preferred Investor Warrants) ⁽¹⁾	4,857,302	4,857,302	4,857,302	4,857,302
Escrow Shares ⁽³⁾	316,237	—	316,237	—
Convertible Notes ⁽²⁾	26,310,770	—	26,310,770	—

(1) Represents number of instruments outstanding at the end of the period that were evaluated under the treasury stock method for potentially dilutive effects and were determined to be anti-dilutive. The number of 2023 Plan awards outstanding as of June 30, 2026 consists of 4,618,792 unvested RSU and RSS awards and 267,439 vested RSUs with elected deferrals of the issuance of Class A common stock.

(2) Represents number of instruments outstanding as converted at the end of the period that were evaluated under the if-converted method for potentially dilutive effects and were determined to be anti-dilutive.

(3) Represents the number of escrow shares outstanding at the end of the period due to unsatisfied contingent issuance conditions and were determined to be anti-dilutive.

NOTE 18 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

We are subject to legal proceedings, claims and liabilities that arise in the ordinary course of business. We accrue for losses associated with legal claims when such losses are considered probable and the amounts can be reasonably estimated. The Company bases any accrual for losses on a variety of factors, including informal settlement discussions. As of June 30,

2026 and December 31, 2025, the aggregate amount accrued on our condensed consolidated balance sheet is approximately \$2.8 million and represents management’s best estimate of probable losses. For matters for which no accrual has currently been made or for potential losses in excess of amounts accrued, the Company currently believes, based on management’s assessment, that any losses that are reasonably possible and estimable will not, in the aggregate, have a material adverse effect on its financial position, results of operations, or cash flows. However, the ultimate outcome of legal proceedings involves judgments, estimates, and inherent uncertainties and cannot be predicted with certainty. Should the ultimate outcome of any legal matter be unfavorable, it could have a material adverse effect on our business, financial condition and results of operations. The Company may also incur substantial legal fees, which are expensed as incurred, in defending against legal claims.

On November 22, 2024, Starlight Strategies IV LLC (“Plaintiff”), an alleged successor in interest to a purported former holder of shares of the Company’s 10% Series A Cumulative Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”) filed a breach of contract action in Delaware Chancery Court. The complaint alleges that the Plaintiff’s predecessor received fewer shares of common stock upon conversion of its shares of Series A Preferred Stock than it was allegedly entitled to receive under the terms of the applicable certificate of designation. The Plaintiff is seeking unspecified contractual damages and equitable relief. The Company has filed its answer to the complaint and asserted counterclaims against the Plaintiff and third-party claims against certain entities affiliated with the Plaintiff. Also, on January 24, 2025, Kingstown 1740 Fund L.P. and Kingstown Capital Partners LLC (together, “Kingstown”) moved to intervene, seeking to file a complaint in intervention against Starlight. The court granted Kingstown leave to intervene. In connection with the intervention, the Company has agreed to pay Kingstown’s legal fees. In February 2026, the Court granted leave for the parties to file motions for summary judgment, which Motions have been filed, and pending the Motions, it removed deadlines for Expert reports and trial date. The Company has not recorded an accrual related to this matter because a loss is not considered probable or reasonably estimable at this time.

In October 2023, the Civil Division of the U.S. Department of Justice issued a Civil Investigative Demand as part of an investigation into allegations that Lanteris submitted, or caused to be submitted, false claims to the federal government by failing to meet cybersecurity requirements in federal regulations and government contracts issued to Lanteris and made or used false records or statements material to these false claims. In late 2025, the Department of Justice presented its initial civil investigation review to Lanteris that it alleged constitute False Claims Act violations related to certain federal government contracts awarded to it. Lanteris is cooperating with the investigation. In connection with the Company’s acquisition of Lanteris, the Seller Parent, Vantor Holdings Inc., agreed to indemnify Intuitive Machines and its affiliates for the liability of Lanteris related to this investigation. At the request of the Department of Justice, a response and counter arguments to dispute the department’s assertions against Lanteris of False Claims Act violations have been made.

Purchase Commitments

From time-to-time, we enter into long-term commitments with vendors to purchase launch services and for the development of certain components in conjunction with our obligations under revenue contracts with our customers. Our aggregate purchases under these commitments totaled approximately \$1.7 million and \$18.8 million for the three and six months ended June 30, 2026, respectively, and \$13.4 million and \$29.0 million for the three and six months ended June 30, 2025, respectively. As of June 30, 2026, we had remaining purchase obligations under non-cancelable commitments with various vendors totaling \$50.0 million of which approximately \$24.8 million is due during the remaining of 2026 and \$25.2 million due in 2027.

NOTE 19 - RELATED PARTY TRANSACTIONS

Intuitive Machines, IX LLC and Space Network Solutions, LLC have entered into recurring transaction agreements with certain related parties, including sales agreements and loan agreements.

KBR, Inc.

KBR, Inc. (“KBR”), a U.S.-based firm operating in the science, technology and engineering industries holds approximately 10% of the equity of Space Network Solutions, LLC (“SNS”), one of our operating subsidiaries. The Company recognized affiliate revenue from KBR related to engineering services of \$0.4 million and \$0.5 million for the three months ended June 30, 2026 and 2025, respectively, and \$0.7 million and \$1.1 million for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026 and December 31, 2025, there was \$0.2 million and \$0.3 million, respectively, of affiliate accounts receivable related to KBR revenue.

In addition, SNS incurred cost of revenue with KBR related to the OMES III contract of \$6.6 million and \$5.6 million for the three months ended June 30, 2026 and 2025, respectively, and \$12.1 million and \$11.8 million for the six months ended

June 30, 2026 and 2025, respectively. As of June 30, 2026 and December 31, 2025, there was \$2.7 million and \$1.6 million, respectively, of affiliate accounts payable related to cost of revenue with KBR. See Note 20 - Variable Interest Entities for more information on the OMES III contract with KBR.

Revenue and expenses related to KBR are incurred in the normal course of business and amounts are settled under normal business terms.

ASES

The Company recognized revenue from ASES related to engineering services of \$0.2 million and \$0.3 million for the three months ended June 30, 2026 and 2025, respectively, and \$0.4 million and \$0.6 million for the six months ended June 30, 2026 and 2025, respectively. There was \$0.1 million of affiliate accounts receivable related to ASES revenue as of June 30, 2026 and December 31, 2025. ASES is a joint venture between Aerodyne and KBR. Kamal Ghaffarian, the Chairman of the Board and one of the co-founders of Intuitive Machines, LLC is a current member of management of Aerodyne Industries, LLC.

In addition, SNS incurred cost of revenue with Aerodyne related to the OMES III contract of \$0.4 million and \$0.5 million for the three months ended June 30, 2026 and 2025, respectively and \$1.0 million and \$1.2 million for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026 and December 31, 2025, there was \$0.1 million of affiliate accounts payable related to cost of revenue with Aerodyne. See Note 20 - Variable Interest Entities for more information on the OMES III contract.

Revenue and expenses related to ASES are incurred in the normal course of business and amounts are settled under normal business terms.

X-energy, LLC

The Company incurred expenses with X-energy, LLC (“X-energy”) of zero and \$0.1 million for the three months ended June 30, 2026 and 2025, respectively, and zero and \$0.5 million for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026 and December 31, 2025, there was no affiliate accounts payable related to X-energy expenses. Expenses related to X-energy are incurred in the normal course of business and amounts are settled under normal business terms. Kamal Ghaffarian, the Chairman of the Board and one of the co-founders of Intuitive Machines, LLC is the Executive Chairman of X-Energy Reactor Company, LLC, which is the parent company of X-Energy.

IBX, LLC and PTX, LLC

From time to time, the Company may incur expenses with IBX, LLC and PTX, LLC (“IBX/PTX”) for the provision of management and professional services in the day-to-day operation of our business. These expenses include, among others, fees for the provision of administrative, accounting and legal services. As such, expenses incurred in relation to IBX/PTX are incurred in the normal course of business and amounts are settled under normal business terms. IBX/PTX is an innovation and investment firm committed to advancing the state of humanity and human knowledge. Kamal Ghaffarian, the Chairman of the Board and one of the co-founders of Intuitive Machines, is a co-founder and current member of management of IBX/PTX. For the three and six months ended June 30, 2026 and 2025, the Company incurred no expenses. As of June 30, 2026 and December 31, 2025, there was \$27 thousand and \$26 thousand, respectively, of affiliate accounts payable related to IBX/PTX expenses.

NOTE 20 - VARIABLE INTEREST ENTITIES

The Company determines whether joint ventures in which it has invested meet the criteria of a variable interest entity or “VIE” at the start of each new venture and when a reconsideration event has occurred. A VIE is a legal entity that satisfies any of the following characteristics: (a) the legal entity does not have sufficient equity investment at risk; (b) the equity investors at risk as a group, lack the characteristics of a controlling financial interest; or (c) the legal entity is structured with disproportionate voting rights.

The Company consolidates a VIE if it is determined to be the primary beneficiary of the VIE. The primary beneficiary has both the power to direct the activities of the VIE that most significantly impact the entity’s economic performance and the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE.

Space Network Solutions, LLC

The Company participates in the Space Network Solutions joint venture with KBR, a leading provider of specialized engineering, and professional, scientific and technical services primarily to the U.S. federal government. Under the terms of the Amended Space Network Solutions limited liability company agreement, we hold a 90% interest in the Space Network Solutions and KBR hold a 10% interest. Space Network Solutions is a VIE and Intuitive Machines is the primary beneficiary.

Space Network Solutions was formed to provide cyber security as well as communication & tracking services using its expertise in developing secure ground system architecture for lunar space missions. In the second quarter of 2023, NASA awarded Space Network Solutions a cost-plus-fixed-fee indefinite-delivery, indefinite quantity contract to support work related to the Joint Polar Satellite System, NASA’s Exploration and In-space Services. Intuitive Machines and KBR entered into a separate joint venture agreement (the “OMES III JV Agreement”) within Space Network Solutions to execute the OMES III contract with a profits interest of 47% for Intuitive Machines and 53% for KBR. We have determined that the OMES III JV Agreement represents a silo within Space Network Solutions and is a standalone VIE. Intuitive Machines is the primary beneficiary of this silo based on the governance structure of the OMES III JV Agreement. As of June 30, 2026, SNS LLC had total assets of \$9.2 million and total liabilities of \$6.8 million. As of December 31, 2025, SNS LLC had total assets of \$7.8 million and total liabilities of \$5.5 million.

NOTE 21 - SEGMENT INFORMATION

The Company operates in one operating segment and one reportable segment underpinned by three core pillars (delivery services, data transmission services, and infrastructure as a service) that have similar capabilities, customers, and economic characteristics. The Company's chief operating decision-maker ("CODM") is our chief executive officer. Our CODM reviews and evaluates consolidated Net income (loss), a U.S. GAAP measure, and Adjusted Earnings before Interest, Taxes, Depreciation, and Amortization ("Adjusted EBITDA"), a non-GAAP measure, and Total assets for purposes of evaluating financial performance, making operating decisions, allocating resources, and planning and forecasting for future periods. Although we utilize a non-GAAP measure of Adjusted EBITDA to evaluate our ability to generate cash and as an alternative measure of profitability, our primary profitability measure is the GAAP measure of Net income (loss).

All of the Company's long-lived assets are maintained in the U.S. We geographically disaggregate our revenues based on the customer's country of domicile and most of our revenues are derived from customers in the U.S. Refer to Note 2 for information regarding our major customers and Note 4 for further information on revenues.

The following presents the significant financial information with respect to the Company's reportable segment for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenues	\$ 206,168	\$ 50,313	\$ 392,898	\$ 112,837
Less:				
Cost of revenues (excluding depreciation and amortization) ⁽¹⁾	170,302	62,156	326,925	118,003
Depreciation and amortization	14,927	752	27,975	1,375
Research and development	7,729	461	13,318	1,372
General and administrative expense (excluding depreciation and amortization) ⁽²⁾⁽³⁾	60,346	15,584	111,017	30,804
Operating loss	(47,136)	(28,640)	(86,337)	(38,717)
Interest income	1,476	3,500	2,907	4,919
Interest expense	(4,483)	(72)	(9,368)	(97)
Change in fair value of earn-out liabilities	—	—	—	(33,369)
Change in fair value of warrant liabilities	(11,622)	(13,033)	(21,044)	29,969
Change in fair value of contingent consideration liabilities	(890)	—	(1,411)	—
Other income (expense), net	(178)	39	(106)	65
Income tax expense	(8)	—	(10)	—
Net loss	\$ (62,841)	\$ (38,206)	\$ (115,369)	\$ (37,231)

(1) Cost of revenue consists primarily of direct material and labor costs, launch costs, manufacturing overhead, freight expense, and other personnel-related expenses, which include employee compensation and benefits and stock-based compensation.

(2) General and administrative expense includes sales and marketing expense primarily related to business development expenses such as, employee compensation and benefits, subcontract costs, marketing, and materials and supplies costs. Costs incurred for business development were \$5.1 million and \$1.0 million, for the three months ended June 30, 2026 and 2025, respectively, and \$6.4 million and \$1.4 million for the six months ended June 30, 2026 and 2025, respectively.

(3) Other general and administrative expense primarily includes all other employee compensation and benefits, stock-based compensation, facilities costs, professional services, software licenses, and other administrative costs.

NOTE 22 - SUBSEQUENT EVENTS

Share Purchase Agreement - Goonhilly

On August 3, 2026, the Company consummated the acquisition of the Goonhilly group's UK and U.S. operations pursuant to the terms of a Share Purchase Agreement (the "SPA"), dated May 14, 2026, with Goonhilly Holdings Limited, as seller. Pursuant to the SPA, the Company acquired all of the issued and outstanding shares of Goonhilly Earth Station Limited, a ground station and satellite communications company incorporated in England and Wales (the "UK Acquisition"). The aggregate consideration for the UK Acquisition (the "UK Consideration") was £37,000,000, split equally between cash and

stock. The stock portion consists of 960,649 shares of Class A Common Stock (the “Consideration Shares”). The UK Consideration is subject to customary post-closing adjustment.

Additionally, as part of the acquisition of the Goonhilly group’s UK and U.S. operations pursuant to the SPA, on August 3, 2026, the Company entered into a Membership Interest Purchase Agreement (the “MIPA”) with Goonhilly Holdings USA Inc., pursuant to which we acquired all of the issued and outstanding membership interests of COMSAT LLC (formerly Goonhilly Inc.) (“COMSAT”) for a base cash purchase price of \$10.0 million and reimbursement of expenses, subject to adjustments for cash, debt, working capital and specified capital expenditures, including a post-closing true-up. The Company is in the process of evaluating the assets acquired and liabilities assumed and therefore is unable to provide preliminary purchase price allocation information as of the date of issuance of these financial statements.

Palo Alto Campus - Lease Amendment

In July 2026, the Company executed an amendment to the lease agreement for its Palo Alto, California facility that supports spacecraft design, systems engineering, and program management. The amendment extended the lease term by 17 years through July 2043 with an option to extend for an additional 10 years through July 2053, resulting in estimated remeasured right-of-use asset and lease liability of \$109.1 million.

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our unaudited condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report, as well as our audited consolidated financial statements as of and for the years ended December 31, 2025 and 2024 which was filed with the Securities and Exchange Commission (the “SEC”) on March 19, 2026. Certain of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the sections titled “Cautionary Note Regarding Forward-Looking Statements” and Part II. Item 1A. “Risk Factors” included in the section titled Part I. Item 1A. “Risk Factors” in our 2025 Annual Report on Form 10-K filed with the SEC on March 19, 2026, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Unless otherwise indicated or the context otherwise requires, references in this section to the “Company,” “IM,” “Intuitive Machines,” “we,” “us,” or “our” refer to Intuitive Machines, Inc. and its consolidated subsidiaries.

Overview

Intuitive Machines, Inc., collectively with its subsidiaries (the “Company,” “IM,” “Intuitive Machines,” “we,” “us” or “our”) is a space infrastructure and services company founded in 2013 and focused on enabling sustained infrastructure and human activity beyond Earth. We believe the United States is transitioning from episodic space missions to long-duration operations and persistent presence, and we are building the systems and services required to support this evolution across civil, national security, and commercial markets.

We design, build, integrate and operate spacecraft, communications networks, and space systems that support operations across low Earth orbit (“LEO”), geostationary orbit (“GEO”), cislunar space, and deep space. Our strategy is to evolve space activity from single-mission execution toward continuously operating infrastructure by combining spacecraft delivery with network connectivity and long-term operations. We believe this approach positions us to support enduring government requirements while enabling the development of a commercial space economy.

Our operating model is organized around three integrated capabilities:

- **Build** — designing, manufacturing, and delivering spacecraft, landers, satellites, surface systems, propulsion, and avionics for government and commercial customers;
- **Connect** — integrating deployed assets into communications, navigation, command and control, and data relay networks that enable persistent connectivity; and
- **Operate** — providing mission operations, hosted payload services, data services, navigation and timing capabilities, and other infrastructure-based offerings.

We believe that operating deployed systems as infrastructure, rather than concluding at delivery, creates opportunities for longer-duration contracts, recurring revenue, and margin expansion over time.

Recent Developments

Share Purchase Agreement - Goonhilly

On August 3, 2026, the Company consummated the acquisition of the Goonhilly group’s UK and U.S. operations pursuant to the terms of a Share Purchase Agreement (the “SPA”), dated May 14, 2026, with Goonhilly Holdings Limited, as seller. Pursuant to the SPA, the Company acquired all of the issued and outstanding shares of Goonhilly Earth Station Limited, a ground station and satellite communications company incorporated in England and Wales (the “UK Acquisition”). The aggregate consideration for the UK Acquisition (the “UK Consideration”) was £37,000,000, split equally between cash and stock. The stock portion consists of 960,649 shares of Class A Common Stock (the “Consideration Shares”). The UK Consideration is subject to post-closing adjustment.

Additionally, as part of the acquisition of the Goonhilly group’s UK and U.S. operations pursuant to the SPA, on August 3, 2026, the Company entered into a Membership Interest Purchase Agreement (the “MIPA”) with Goonhilly Holdings USA Inc., pursuant to which we acquired all of the issued and outstanding membership interests of COMSAT LLC (formerly Goonhilly Inc.) (“COMSAT”) for a base cash purchase price of \$10.0 million and reimbursement of

expenses, subject to adjustments for cash, debt, working capital and specified capital expenditures, including a post-closing true-up.

Multi-satellite award

In June 2026, we received an Authorization to Proceed from a customer to begin work on a multi-satellite program, which includes three additional geostationary communications satellites. The program has an anticipated aggregate value of over \$600.0 million.

Customer credit and contract exposure

Certain subsidiaries and affiliates of EchoStar Corporation commenced Chapter 11 bankruptcy proceedings beginning on June 30, 2026, and Hughes Satellite Systems Corporation and certain additional EchoStar-affiliated entities commenced separate Chapter 11 proceedings on August 2, 2026. Lanteris has multiple customer relationships with entities under the EchoStar corporate umbrella, including receivables associated with completed satellite programs and an active satellite construction contract. Certain entities included in the proceedings on August 2, 2026 are direct contractual counterparties under certain completed satellite programs, while other debtor entities have historically served as payors, sold-to parties or otherwise have been associated with certain contracts.

As of June 30, 2026, Lanteris had approximately \$10.1 million of accounts receivable and \$41.4 million of orbital receivables associated with EchoStar-affiliated entities and had zero related contract assets. Lanteris also continues to perform under an active satellite construction contract with an EchoStar-affiliated entity that was not included in the bankruptcy proceedings as of August 13, 2026.

We evaluated the collectability of these balances and the effect of the proceedings on revenue recognition for the active contract. Based on information currently available, including the identity and obligations of the contractual counterparties, historical and subsequent payment activity, expected recoveries, continuing contract performance and the status of the bankruptcy proceedings, we did not record an incremental credit-loss provision or adjust revenue recognition as of June 30, 2026. We continue to evaluate the treatment of certain claims and contracts in the bankruptcy proceedings and to monitor payment activity and other developments through the date of the filing.

The proceedings remain subject to change. An adverse change in expected recoveries, a missed or delayed payment, rejection or modification of a contract, changes in customer funding, or other developments affecting the customer relationships could result in credit losses, delayed cash collections, reduced revenue or margin, or disruption of future contract performance.

Subsequent events

The Company was selected by the L3Harris Technologies to support the Space Development Agency’s Accelerated Missile Defense Tranche 3 (“AMDT3”) mission. Under this contract, we will build and deliver eighteen spacecraft platforms using the IM 300 platform for hypersonic and ballistic missile tracking capabilities.

Key Factors Affecting Our Performance

We believe that our future success and financial performance depend on several factors that present significant opportunities for our business, but also pose risks and challenges, including those discussed below and in the sections titled Part I., Item 1A. “Risk Factors” in the 2025 Annual Report on Form 10-K, and Part II., Item 1A. “Risk Factors” of this Quarterly Report on Form 10-Q.

Inflation and Macroeconomic Pressures

The global economy continues to experience volatile disruptions including to the commodity and labor markets. These disruptions have contributed to an inflationary environment which has affected, and may continue to adversely affect, the price and availability of certain products and services necessary for our operations, which in turn, has adversely impacted, and may continue to adversely impact our business, financial condition and results of operations.

We continue to monitor economic conditions and the impact of macroeconomic pressures, including repercussions from elevated interest rates, sustained inflation and recession risks, supply chain disruptions, monetary and fiscal policy measures including future actions or inactions of the United States government related to the “debt-ceiling”, heightened geopolitical tensions and armed conflicts, including the ongoing war in the Ukraine and conflict in the Middle East, the current budgetary and deficit funding environment, future government shutdowns, and the political and regulatory environment (including changes as a result of policy shifts implemented by the current administration) on our business, customers, suppliers and other third parties. While rising costs and other inflationary pressures have not had a material

impact on our business to date, we are monitoring the situation and assessing its impact on our business, including to our partners and customers.

U.S. trade policy continues to evolve, including through the imposition of new or increased tariffs that could impact our supply chain and our business. These trade policy decisions are outside of our control and may have consequences for our business. Changes in trade policies, such as new tariffs or increases in tariffs, or responsive measures, including retaliatory tariffs or legal challenges, could have an adverse impact on our business. Although we primarily sell our products and services to U.S. Government customers and our suppliers are primarily domestic, we have some exposure to imported materials and components. Based on current conditions, we have not experienced to date and do not expect a material impact on our results of operations or financial condition over the next year. We will continue to monitor the evolving trade landscape and assess potential implications on our supply chain and business.

Any future U.S. government shutdown may cause our business, program performance and results of operations to be impacted by the disruptions to federal government offices, workers, and operations, including risks relating to the funding of certain programs, stop-work orders, delay in contract awards and new program starts, payments for work performed from U.S. government entities, and other actions. We may also experience similar impacts in the event of a series of short-term continuing resolutions rather than full-year fiscal year appropriations. Generally, the significance of these impacts will primarily be based on the length of any shutdown and the timing of passage of a new continuing resolution or full-year appropriations.

Our ability to expand our product and services offerings

We are in the preliminary stages of developing our full space infrastructure offerings. These services are expected to grant customers access to cislunar space and the lunar surface at lower price points than previous lunar missions. We are also working to provide data transmission services at lunar distance to include far-side connectivity, along with ancillary services that are likely to include orbital servicing, earth reentry, and payload development and manufacture.

Our growth opportunity is dependent on our ability to win lunar missions and expand our portfolio of services. Our ability to sell additional products and services to existing customers is a key part of our success, as follow-on purchases indicate customer satisfaction and decrease the likelihood of competitive substitution. To sell additional products and services to new and existing customers, we will need to continue to invest significant resources in our products and services as well as demonstrate reliability through a successful lunar landing. If we fail to make the right investment decisions, are unable to raise capital, if customers do not adopt our products and services, or if our competitors are able to develop technology or products and services that are superior to ours, our business, prospects, financial condition and operating results could be adversely affected.

We expect to make significant investments in our lunar and data programs in the short term. Although we believe that our financial resources will be sufficient to meet our capital needs in the short term, our timeline and budgeted costs for these offerings are subject to substantial uncertainty, including due to compliance requirements of U.S. federal export control laws and applicable foreign and local regulations, the impact of political and economic conditions, and the need to identify opportunities and negotiate long-term agreements with customers for these services, among other factors. Our business may not generate sufficient funds, and we may otherwise be unable to maintain sufficient cash reserves to pay any additional indebtedness that we may incur.

Our ability to expand spaceflight mission operations

Our success will partially depend on our ability to expand our lunar mission operations and win government contracts in 2026 and beyond. We completed the first mission in February 2024 and completed our second mission in March 2025. With binding agreements for additional launches as of June 30, 2026, we have \$1.76 billion in contracted backlog, and we are in active discussions with numerous potential customers, including government agencies and private companies, to potentially add to our contracted revenue backlog.

Prior to commencing missions, we must complete internal integration activities as well as launch vehicle integration with our launch provider, SpaceX. Any delays to our targeted mission launch date or in commencing our missions, including due to congestion at the pad launch site or delays in obtaining various approvals or licenses, could adversely impact our results and growth plans. As we improve production efficiency and schedule reliability and begin to launch our satellites for our lunar data network, we expect to improve our market penetration, which we believe will lead to higher revenue from both volume and mission complexity as well as increased operating leverage.

Ability to continue to capitalize on government expenditures and private enterprise investment in the space economy

Our future growth is largely dependent on our ability to continue to capitalize on increased government spending and private investment in the space economy. U.S. federal government expenditures and private enterprise investment have fueled our growth in recent years, and it has resulted in our continued ability to secure increasingly valuable contracts for

products and services. An increased focus on U.S. federal government spending could unfavorably impact the space exploration sector in the future. Pressures on and uncertainty surrounding the U.S. federal government’s budget and potential changes in budgetary priorities, could adversely affect the funding for individual programs and delay purchasing decisions by our customers. If our existing programs and project pursuits are not focused on the federal government’s higher priorities, our business, prospects, financial condition and operating results could be adversely affected.

Ability to improve profit margins and scale our business

The growth of our business is dependent on our ability to improve our profit margins over time while successfully scaling our business. We intend to continue investing in initiatives to improve our operating leverage and significantly increase utilization. Our ability to achieve our production-efficiency objectives could be negatively impacted by a variety of factors including, among other things, lower-than-expected facility utilization rates, manufacturing and production cost overruns, increased purchased material costs and unexpected supply-chain quality issues or interruptions. If we are unable to achieve our goals, we may not be able to increase operating margin, which would negatively impact gross margin and profitability.

Our ability to continue to innovate

We design, build, and test our landers, satellites, spacecraft and subsystems in-house and operate at the forefront of composite structures, liquid rocket engines, guidance, navigation and control software, precision landing and hazard avoidance software, and advanced manufacturing techniques. We believe the synergy of these technologies enables greater responsiveness to the commercial and government requirements for lunar exploration. To continue establishing market share and attracting customers, we plan to continue to make substantial investments in research and development for the continued enhancements of our landers, lunar data network, and other space systems. Over time, we expect our research and development expenditures to continue to grow on an absolute basis, but remain consistent or decrease as a percent of our total revenue as we expand our service offerings.

Components of Results of Operations

Revenues

We perform work under contracts that broadly consist of fixed-price, cost-reimbursable, time-and-materials or a combination of the three. Pricing for all customers is based on specific negotiations with each customer. For a description of our revenue recognition policies, see the section titled “Critical Accounting Policies and Estimates.”

The Company’s revenue is primarily generated from fixed-price, long-term construction contracts to develop satellite systems and long-term service contracts for the delivery of payloads to the lunar surface. In order to satisfy these contracts, we undertake the engineering for the research, design, development, manufacturing, integration and sustainment of advanced technology space systems. The integration of these technologies and systems lead to an organic and integrated capability to provide lunar access on a commercial services basis. Revenue is measured based on the amount of consideration specified in a contract with the customer.

We recognize revenue when we transfer control of a promised good or service to a customer in an amount that reflects the consideration we expect to be entitled to in exchange for the good or service. Under the overtime revenue recognition model, revenue and gross profit are recognized over the contract period as work is performed based on actual costs incurred and an estimate of costs to complete and resulting total estimated costs at completion.

Revenue from long-term contracts can fluctuate from period to period largely based on the stage of the project and overall mission. These projects will typically have a ramp up period in the beginning stage and wind down as the mission nears launch date. A significant portion of the revenue (approximately 10% of the contract price) contains variable considerations which is constrained to nil for accounting purposes as it is dependent on a successful mission landing. This may cause fluctuations in future revenue, profits and cash flows.

Under cost-reimbursable contracts, the price is generally variable based upon our actual allowable costs incurred for materials, equipment, reimbursable labor hours, overhead and G&A expenses. Profit on cost-reimbursable contracts may be in the form of a fixed fee or a mark-up applied to costs incurred, or a combination of the two. The fee may also be an incentive fee based on performance indicators, milestones or targets and can be based on customer discretion or in the form of an award fee determined based on customer evaluation of the Company’s performance against contractual criteria. Cost-reimbursable contracts are generally less risky because the owner/customer retains many of the project risks, however it generally requires us to use our best efforts to accomplish the scope of the work within a specified time and budget.

Cost-reimbursable contracts with the U.S. government are generally subject to the Federal Acquisition Regulation (“FAR”) and are competitively priced based on estimated or actual costs of providing the contractual goods or services. The FAR provides guidance on types of costs that are allowable in establishing prices for goods and services provided to the U.S. government and its agencies. Pricing for non-U.S. government agencies and commercial customers is based on specific negotiations with each customer.

Grant revenue

From time to time, the Company may be awarded government grants. Government grants or awards are initially recognized when there is reasonable assurance the conditions of the grant or award will be met and the grant or award will be received. After initial recognition, government grants or awards are recognized as income under revenue within the statement of operations on a systematic basis in a manner consistent with the manner in which the Company recognizes the underlying costs included in the cost of revenue within the statement of operations for which the grant or award is intended to compensate.

Cost of revenues (excluding depreciation and amortization)

Cost of revenues (excluding depreciation and amortization) consists primarily of direct material and labor costs, subcontract costs, launch services, manufacturing overhead, freight expense, and other personnel-related expenses, which include salaries, bonuses, benefits and stock-based compensation expense. We expect our cost of revenue to increase in absolute dollars in future periods as we sell more products and services. As we grow into our current capacity and execute on cost-optimization initiatives, we expect our cost of revenue as a percentage of revenue to decrease over time.

Depreciation and amortization

Depreciation consists of the depreciation of tangible fixed assets for the relevant period based on the straight-line method over the useful life of the assets. Tangible fixed assets include property and equipment. Amortization consists of the amortization of finite-lived intangibles for the relevant period based on the straight-line method over the useful life of the assets. Our finite-lived intangible assets include customer relationships and developed technology.

Research and development

Research and development (“R&D”) represents costs incurred for the Company’s continued enhancements of our landers, lunar data network, other space systems, and also for the development and innovation of our proprietary technology platforms. R&D costs primarily include engineering personnel salaries and benefits, subcontractor costs, materials and supplies, and other related expenses.

General and administrative expense (excluding depreciation and amortization)

Selling, general and administrative expense (excluding depreciation and amortization) consist primarily of personnel-related expenses for our sales, marketing, supply chain, finance, legal, human resources and administrative personnel, as well as the costs of customer service, information technology, professional services, insurance, travel, allocated overhead and other marketing, communications and administrative expenses. We expect to invest in our corporate organization and incur additional expenses associated with growing and operating as a public company, including increased legal and accounting costs, investor relations costs, higher insurance premiums and compliance costs.

Interest income

Interest income consists of interest income earned on cash and cash equivalent balances held by us in interest-bearing demand deposit accounts, money market funds, and certificates of deposit.

Interest expense

Interest expense is primarily incurred on the Convertible Notes as discussed in Note 10 - Debt, in addition to interest expense on our finance leases.

Change in fair value of earn-out liabilities

Earn Out Units are classified as liabilities transactions at initial issuance which were offset against paid-in capital as of the closing of the Business Combination. At each period end, the Earn Out Units are remeasured to their fair value with the changes during that period recognized in other income (expense) on the condensed consolidated statement of operations.

Upon issuance and release of the shares after each Triggering Event is met, the related Earn Out Units will be remeasured to fair value at that time with the changes recognized in other income (expense), and such Earn Out Units will be reclassified to stockholders' equity (deficit) on the consolidated balance sheet. See Note 16 of the condensed consolidated financial statements for additional information on the earn-out liabilities.

Change in fair value of warrant liabilities

In connection with the Private Placement, Warrant Exercise Agreement, and the Bridge Loan Conversion, the Company has issued warrants which are classified as liabilities on our balance sheet. At each period end, the warrants are remeasured to their fair value with the changes during the period recognized in other income (expense) on our condensed consolidated statement of operations. As of June 30, 2026, only the Bridge Loan Conversion warrants remain outstanding. See Notes 13 and 16 of the condensed consolidated financial statements for additional information on the warrant liabilities.

Change in fair value of contingent consideration liabilities

In connection with the acquisition of KinetX, the purchase price included a contingent consideration if certain future events or conditions are met and required the Company to holdback a number of shares of Class A Common Stock in escrow. The holdback was accounted for as contingent consideration and recorded as a liability based on its estimated fair value as of the acquisition date. We remeasure the contingent consideration at fair value each period with changes in fair value recorded in other income (expense) on our condensed consolidated statement of operations. See Notes 3 and 16 of the condensed consolidated financial statements for additional information on the contingent consideration liabilities.

Other income (expense), net

Other income, net primarily consists of immaterial miscellaneous income sources.

Income tax expense

Intuitive Machines, Inc. is a corporation and thus is subject to United States ("U.S.") federal, state and local income taxes. Intuitive Machines, LLC is a partnership for U.S. federal income tax purposes and therefore does not pay United States federal income tax on its taxable income. Instead, the Intuitive Machines, LLC unitholders, including Intuitive Machines, Inc., are liable for U.S. federal income tax on their respective shares of Intuitive Machines, LLC's taxable income. Intuitive Machines, LLC is liable for income taxes in those states which tax entities classified as partnerships for U.S. federal income tax purposes.

Net loss attributable to redeemable noncontrolling interest

Redeemable noncontrolling interest represents the portion of Intuitive Machines, LLC that the Company controls and consolidates but does not own. The noncontrolling interest was created as a result of the Business Combination and represented the common units issued by Intuitive Machines, LLC to the prior investors. The Company allocates net income or loss attributable to the noncontrolling interest based on the weighted average ownership interest during the period. The net income or loss attributable to noncontrolling interests is reflected in the condensed consolidated statement of operations. As of June 30, 2026, the financial results of Intuitive Machines, LLC were consolidated into Intuitive Machines, Inc. and resulted in the allocation of approximately 24.8% of Intuitive Machines, LLC's net loss to noncontrolling interest.

Net income attributable to noncontrolling interest

Intuitive Machines and KBR entered into a joint venture agreement (the "OMES III JV Agreement") within Space Network Solutions to execute the OMES III contract with a profits interest of 47% for Intuitive Machines and 53% for KBR, which represents the noncontrolling interest. We have determined that the OMES III JV Agreement represents a silo within Space Network Solutions and is a standalone VIE.

Results of Operations

The following tables set forth our results of operations for the periods presented. The period-period comparison of financial results is not necessarily indicative of future results.

The following table sets forth information regarding our consolidated results of operations for the three months ended June 30, 2026 compared to the three months ended June 30, 2025, and for the six months ended June 30, 2026 compared to the six months ended June 30, 2025.

(in thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2026	2025	\$ Change	2026	2025	\$ Change
Revenues:						
Product revenue	\$ 166,735	\$ —	\$ 166,735	\$ 308,289	\$ —	\$ 308,289
Service revenue	36,677	50,313	(13,636)	78,753	112,837	(34,084)
Grant revenue	2,756	—	2,756	5,856	—	5,856
Total revenues	206,168	50,313	155,855	392,898	112,837	280,061
Operating expenses:						
Cost of product revenue (excluding depreciation and amortization)	119,328	—	119,328	233,241	—	233,241
Cost of service revenue (excluding depreciation and amortization)	41,126	56,047	(14,921)	74,786	104,972	(30,186)
Cost of grant revenue (excluding depreciation and amortization)	2,760	—	2,760	5,861	—	5,861
Cost of service revenue (excluding depreciation and amortization) - affiliated companies	7,088	6,109	979	13,037	13,031	6
Total cost of revenues	170,302	62,156	108,146	326,925	118,003	208,922
Depreciation and amortization	14,927	752	14,175	27,975	1,375	26,600
Research and development	7,729	461	7,268	13,318	1,372	11,946
General and administrative expense (excluding depreciation and amortization)	60,346	15,584	44,762	111,017	30,804	80,213
Total operating expenses	253,304	78,953	174,351	479,235	151,554	327,681
Operating loss	(47,136)	(28,640)	(18,496)	(86,337)	(38,717)	(47,620)
Other income (expense), net:						
Interest income	1,476	3,500	(2,024)	2,907	4,919	(2,012)
Interest expense	(4,483)	(72)	(4,411)	(9,368)	(97)	(9,271)
Change in fair value of earn-out liabilities	—	—	—	—	(33,369)	33,369
Change in fair value of warrant liabilities	(11,622)	(13,033)	1,411	(21,044)	29,969	(51,013)
Change in fair value of contingent consideration liabilities	(890)	—	(890)	(1,411)	—	(1,411)
Other income (expense), net	(178)	39	(217)	(106)	65	(171)
Total other income (expense), net	(15,697)	(9,566)	(6,131)	(29,022)	1,486	(30,508)
Loss before income taxes	(62,833)	(38,206)	(24,627)	(115,359)	(37,231)	(78,128)
Income tax expense	(8)	—	(8)	(10)	—	(10)
Net loss	(62,841)	(38,206)	(24,635)	(115,369)	(37,231)	(78,138)
Net loss attributable to redeemable noncontrolling interest	(16,781)	(13,408)	(3,373)	(32,265)	(1,499)	(30,766)
Net income attributable to noncontrolling interest	385	383	2	728	845	(117)
Net loss attributable to the Company	(46,445)	(25,181)	(21,264)	(83,832)	(36,577)	(47,255)
Less: Preferred dividends	(167)	(151)	(16)	(329)	(298)	(31)
Net loss attributable to Class A common shareholders	\$ (46,612)	\$ (25,332)	\$ (21,280)	\$ (84,161)	\$ (36,875)	\$ (47,286)

Product and services revenues

The following provides a summary of the significant contracts and estimated mission launch dates for each lunar payload mission impacting our results of operations:

- The NASA payload contract for the IM-3 mission was awarded in November 2021. Total IM-3 mission estimated revenue under fixed-priced contracts is \$91.3 million (excluding constrained revenue of \$9.7 million) as of June 30, 2026. The IM-3 period of performance runs through March 2027.
- The NASA payload contract for the IM-4 mission was awarded in August 2024. Total IM-4 mission estimated revenue under fixed-priced contracts is \$124.5 million (excluding constrained revenue of \$16.2 million) as of June 30, 2026. The IM-4 period of performance runs through August 2028.
- The fifth NASA payload contract, the IM-6 mission was awarded in March 2026 and has an estimated revenue under fixed-priced contracts of \$160.1 million (excluding constrained revenue of \$18.3 million) as of June 30, 2026. The IM-6 period of performance runs through May 2031.
- The sixth NASA payload contract, the IM-5 mission was awarded in June 2026 and has an estimated revenue under a fixed-priced contract with a base-period value of \$68.6 million as of June 30, 2026. The contract also includes a customer option period with a value of \$79.7 million and a performance incentive of up to \$15.0 million. As of June 30, 2026, the option period has not been exercised by the customer. The IM-5 base-period of performance runs through August 2027.

Comparison of three months ended June 30, 2026 and 2025

Total revenue increased by \$155.9 million for the three months ended June 30, 2026 compared to the same period in 2025, mostly related to our acquisition of Lanteris in January 2026 which contributed \$166.7 million driven by revenues from commercial satellite contracts for \$64.5 million, national security contracts for \$57.8 million, and civil contracts for \$44.4 million.

For the three months ended June 30, 2026 compared to the same period in 2025, the revenues on the CLPS mission contracts decreased slightly by \$0.7 million. Revenue from the IM-4 mission decreased by \$3.3 million primarily due to an unfavorable change in the estimate contract costs to meet payload customer obligations, which was offset by increases in IM-3 revenue of \$1.8 million as this mission readies as the Company's next launch, and IM-6 of \$0.8 million which was awarded in March 2026.

Revenue on the NASA Near Space Network ("NSN") contract decreased by \$7.3 million due to schedule delay and an unfavorable change in the EAC, OMES III contract decreased by \$1.8 million due to NASA's cancellation of the OSAM task orders, and the LTV contract decreased by \$5.8 million due to completion in the second quarter of 2025. Various other engineering services contributed a net increase in revenue of \$4.8 million.

Comparison of six months ended June 30, 2026 and 2025

Total revenue increased by \$280.1 million for the six months ended June 30, 2026 compared to the same period in 2025, mostly related to our acquisition of Lanteris in January 2026 which contributed \$308.3 million driven by revenues from commercial satellite contracts for \$127.6 million, national security contracts for \$105.2 million, and civil contracts for \$75.4 million.

For the six months ended June 30, 2026 compared to the same period in 2025, the revenues on the CLPS mission contracts decreased by \$13.5 million, mostly due to the IM-2 mission completion in March of 2025 which contributed \$12.8 million in revenues during the first quarter of 2025. The IM-3 mission decreased by \$1.8 million, slightly offset by an increase of \$0.8 million on IM-6 which was awarded in March 2026.

Revenues on the LTV contract decreased by \$12.8 million due to completion in the second quarter of 2025, the OMES III contract decreased by \$7.4 million due to NASA's cancellation of the OSAM task orders, and the NSN contract decreased by \$8.1 million due to schedule delay and an unfavorable change in the EAC. Various other engineering services contributed a net increase in revenue of \$13.5 million.

Cost of revenue (excluding depreciation and amortization)***Comparison of three months ended June 30, 2026 and 2025***

Total cost of revenue increased by \$108.1 million, for the three months ended June 30, 2026 compared to the same period in 2025, mostly related to our acquisition of Lanteris in January 2026 which incurred costs of \$119.3 million driven by product costs from commercial satellite contracts for \$46.0 million, national security contracts for \$46.6 million, and civil contracts for \$26.7 million.

For the three months ended June 30, 2026 compared to the same period in 2025, the cost of revenues on the CLPS mission contracts decreased by \$3.0 million. The cost of revenue on the IM-3 mission decreased by approximately \$11.5 million driven by higher estimated contract costs in 2025 related to the alignment of the mission schedule with the completion of an internally-developed satellite to be placed in lunar orbit to meet NSN contract obligations partially offset by the IM-4 mission increase of \$8.8 million due to unfavorable cost adjustment to meet payload customer obligations. As of June 30, 2026, the IM-3 and IM-4 contracts are in a loss position. For the three months ended June 30, 2026 compared to the same period in 2025, the accrued contract loss for IM-3 decreased by approximately \$14.7 million primarily related to the 2025 increases in estimated costs driven by the alignment of the mission schedule with the completion of an internally-developed satellite to be placed in lunar orbit to meet NSN contract obligations. For the same comparable periods, the accrued contract loss for IM-4 increased by \$13.5 million driven by the cost adjustments as previously discussed.

Cost of revenue decreased on the LTV contract by \$4.9 million as the contract was completed in the second quarter of 2025, the NSN contract by \$2.0 million due to schedule delay, the OMES III contract by \$1.2 million due to NASA's cancellation of the OSAM project, various engineering services of \$0.1 million.

Comparison of six months ended June 30, 2026 and 2025

Total cost of revenue increased by \$208.9 million, for the six months ended June 30, 2026 compared to the same period in 2025, mostly related to our acquisition of Lanteris in January 2026 which we incurred costs of \$233.2 million driven by product costs from commercial satellite contracts for \$94.1 million, national security contracts for \$85.2 million, and civil contracts for \$54.0 million.

For the six months ended June 30, 2026 compared to the same period in 2025, the cost of revenues on the CLPS mission contracts decreased by \$7.7 million. Cost of revenue decreased on the IM-2 mission by approximately \$9.4 million as the mission was completed in March 2025 and the IM-3 mission by \$11.6 million related to higher 2025 costs as described above. These decreases were partially offset by the IM-4 mission cost of revenue increase of \$12.8 million driven by higher costs to meet payload customer obligations. As of June 30, 2026, the IM-3 and IM-4 contracts are in a loss position. For the six months ended June 30, 2026 compared to the same period in 2025, the accrued contract loss for IM-3 decreased by approximately \$12.1 million which was offset by the accrued contract loss increase of \$13.4 million on IM-4, for reasons as previously discussed.

Cost of revenue decreased on the OMES III contract by \$6.6 million due to NASA's cancellation of the OSAM project, the LTV contract by \$12.6 million as the contract was completed in the second quarter of 2025, and the NSN contract by \$1.7 million due to schedule delay. These decreases were slightly offset by cost of revenue increases on various engineering services of \$4.4 million.

Research and development

Research and development increased by \$7.3 million for the three months ended June 30, 2026, compared to the same period in 2025, and increased by \$11.9 million for the six months ended June 30, 2026, compared to the same period in 2025. The increases were primarily attributable to investments in initiatives aimed at expanding the Company's product and service capabilities.

General and administrative expense (excluding depreciation and amortization)

General and administrative expense (excluding depreciation and amortization) ("G&A") increased by \$44.8 million for the three months ended June 30, 2026, compared to the same period in 2025, and increased by \$80.2 million for the six months ended June 30, 2026, compared to the same period in 2025. These increases primarily reflect the Company's investment in its workforce to support our operations and business infrastructure, business development, and information technology to optimize corporate and operational processes and systems, and research and development initiatives to expand our product

and service capabilities. Additionally, the increase was driven by the Company’s acquisition of Lanteris on January 13, 2026. These increases are summarized below.

The \$44.8 million increased for the three months ended June 30, 2026, compared to the same periods in 2025, was primarily driven by higher employee compensation and benefits expense of \$20.6 million, increased non-cash share-based compensation expense of \$8.0 million, higher professional services of \$9.2 million driven by accounting, legal and other consulting fees to support, business development expense increase of \$3.7 million, and various other administrative costs \$3.1 million

The \$80.2 million increase for the six months ended June 30, 2026, compared to the same periods in 2025, was driven by higher employee compensation and benefits expense of \$38.8 million and non-cash share-based compensation expense of \$14.0 million, higher professional services of \$23.0 million driven by accounting, legal and other consulting fees, and business development expense increase of \$4.5 million, partially offset by various other administrative costs net decrease of \$0.3 million.

Other income (expense), net

Total other income (expense), net unfavorable change of \$6.1 million for the three months ended June 30, 2026 compared to the same period in 2025 was primarily due to higher interest expense mostly related to the Convertible Notes of \$4.4 million, reduction in interest income of \$2.0 million, and unfavorable change in contingent consideration liabilities of \$0.9 million, partially offset by favorable change in the fair value of warrant liabilities of \$1.4 million.

Total other income (expense), net unfavorable change of \$30.5 million for the six months ended June 30, 2026 compared to the same period in 2025 was primarily due to the unfavorable changes in the fair value of warrant liabilities of \$51.0 million and contingent consideration liabilities of \$1.4 million, interest expense mostly related to the Convertible Notes of \$9.3 million, and reduction in interest income of \$2.0 million, partially offset by the \$33.4 million favorable change in the fair value of earn out liabilities as the earn out units fully vested during the first quarter of 2025.

Key Business Metrics and Non-GAAP Financial Measures

We monitor the following key business metrics and non-GAAP financial measures that assist us in evaluating our business, measuring our performance, identifying trends and making strategic decisions.

Backlog

We define backlog as our total estimate of the revenue we expect to realize in the future as a result of performing work on customer commitments established through legally binding contractual arrangements or other binding customer authorizations, less the amount of revenue we have previously recognized. We monitor our backlog because we believe it is a forward-looking indicator of potential sales which can be helpful to investors in evaluating the performance of our business and identifying trends over time.

In connection with the Lanteris acquisition, we reassessed our backlog policy to reflect the broader range of contractual arrangements and binding customer authorizations utilized across our combined business. We generally include total expected revenue in backlog when management concludes that a customer has made a substantive commercial commitment to a defined scope of work under a legally binding contractual arrangement or other binding customer authorization. Management considers whether the scope of work and pricing are substantially defined, the customer has authorized performance, and remaining contractual or administrative steps are not expected to materially change the overall commercial economics of the program.

Our backlog does not include any estimate of future potential orders that might be awarded under government-wide acquisition contracts, agency-specific indefinite delivery/indefinite quantity contracts or other multiple-award contract vehicles, nor does it include option periods that have not been exercised by the customer or opportunities for which a substantive customer commitment has not been established. Nearly all government contracts allow customers to terminate the agreement at any time for convenience. Management reassesses backlog each reporting period based on changes in contractual status and other relevant facts and circumstances.

The following table presents our backlog as of the periods indicated:

(in thousands)	June 30, 2026	December 31, 2025
Backlog	\$ 1,761,950	\$ 213,070

Orders comprising backlog as of a given balance sheet date are typically invoiced in subsequent periods. As of June 30, 2026, we expect to recognize approximately 25%-30% of our backlog over the remainder of 2026, approximately 35-40% over the subsequent twelve months of 2027 and the remaining thereafter. Our backlog could experience volatility between periods, including as a result of customer order volumes and the speed of our fulfillment, which in turn may be impacted by the nature of products and services ordered, the amount of inventory on hand to satisfy orders and the necessary development and manufacturing lead time required to satisfy certain orders.

Backlog increased by \$1.55 billion as of June 30, 2026 compared to December 31, 2025, which includes \$612.8 million of acquired backlog associated with the Lanteris acquisition in January 2026, new awards of \$1.34 billion primarily associated with a multi-satellite program in support of three commercial satellites, for which we received a \$45.0 million authority to proceed and recorded backlog reflecting an estimated total program value of more than \$600.0 million. Additionally, we recognized new awards or expanded contract values for the IM-5 and IM-6 missions, the NSN contract, a government defense contract, and various other contract award. These increases were partially offset by continued performance on existing contracts of \$392.9 million, and several adjustments of \$15.5 million mostly related to the descoping of a rideshare contract associated with the IM-4 mission.

As of June 30, 2026, our backlog of \$1.76 billion exceeded our remaining performance obligations of \$814.7 million as reported in Note 4 - Revenue to our unaudited condensed consolidated financial statements. The difference of \$947.3 million was primarily related to approximately \$587.0 million recorded in backlog related to the multi-satellite program discussed above, \$316.0 million in backlog related to the funded value of various contracts where revenue is recognized when services are performed and contractually billable and therefore not included in remaining performance obligations, and \$44.3 million of variable consideration associated with constrained revenue.

Non-GAAP Financial Measures

Adjusted EBITDA

Adjusted EBITDA is a key performance measure that our management team uses to assess our operating performance. We calculate Adjusted EBITDA as net income (loss) excluding results from non-operating sources including interest income, interest expense, transaction and integration costs related to acquisitions, share based compensation, change in fair value instruments, gain or loss on issuance of securities, other income/expense, depreciation, impairment of property and equipment, and provision for income taxes.

We present Adjusted EBITDA because we believe it is helpful in highlighting trends in our operating results and because it is frequently used by analysts, investors, and other interested parties to evaluate companies in our industry.

Adjusted EBITDA has limitations as an analytical measure, and you should not consider it in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. Some of these limitations are:

- Adjusted EBITDA does not reflect interest income or interest expense from cash deposits, loans, or investments, transaction and integration costs related to acquisitions or other non-operating gains and losses, which may represent an increase to or reduction in cash available to us;
- Adjusted EBITDA does not consider the impact of share-based compensation expense, which is expected to continue to be part of our compensation strategy;
- Adjusted EBITDA does not consider the impact of change in fair value of earn-out liabilities, change in fair value of warrant liabilities, change in fair value of contingent consideration liabilities, loss on issuance of securities, or impairment of property and equipment, that we do not consider to be routine in nature for the ongoing financial performance of our business;
- Adjusted EBITDA excludes non-cash charges for depreciation of property and equipment, and although the assets being depreciated may have to be replaced in the future, Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements; and

- Adjusted EBITDA does not reflect provisions for income taxes, which may represent a reduction in cash available to us.

Other companies, including companies in our industry, may calculate Adjusted EBITDA differently, which reduces its usefulness as a comparative measure. Because of these limitations, you should consider Adjusted EBITDA alongside other financial performance measures, including various cash flow metrics, net income (loss) and our other U.S. GAAP results.

The following table presents a reconciliation of net loss, the most directly comparable financial measure presented in accordance with U.S. GAAP, to Adjusted EBITDA.

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net loss	\$ (62,841)	\$ (38,206)	\$ (115,369)	\$ (37,231)
Adjusted to exclude the following:				
Income tax expense	8	—	10	—
Depreciation and amortization	14,927	752	27,975	1,375
Interest income	(1,476)	(3,500)	(2,907)	(4,919)
Interest expense	4,483	72	9,368	97
Transaction and integration costs related to acquisitions	7,919	—	27,897	—
Share-based compensation expense	10,491	2,520	19,333	5,364
Change in fair value of earn-out liabilities	—	—	—	33,369
Change in fair value of warrant liabilities	11,622	13,033	21,044	(29,969)
Change in fair value of contingent consideration liabilities	890	—	1,411	—
Other income, net	178	(39)	106	(65)
Adjusted EBITDA	<u>\$ (13,799)</u>	<u>\$ (25,368)</u>	<u>\$ (11,132)</u>	<u>\$ (31,978)</u>

Free Cash Flow

We define free cash flow as net cash (used in) provided by operating activities less purchases of property and equipment. We believe that free cash flow is a meaningful indicator of liquidity that provides information to management and investors about the amount of cash generated from operations that, after purchases of property and equipment, can be used for strategic initiatives, including continuous investment in our business and strengthening our balance sheet.

Free Cash Flow has limitations as a liquidity measure, and you should not consider it in isolation or as a substitute for analysis of our cash flows as reported under U.S. GAAP. Some of these limitations are:

- Free Cash Flow is not a measure calculated in accordance with U.S. GAAP and should not be considered in isolation from, or as a substitute for financial information prepared in accordance with U.S. GAAP.
- Free Cash Flow may not be comparable to similarly titled metrics of other companies due to differences among methods of calculation.
- Free Cash Flow may be affected in the near to medium term by the timing of capital investments, fluctuations in our growth and the effect of such fluctuations on working capital and changes in our cash conversion cycle.

The following table presents a reconciliation of net cash used in operating activities, the most directly comparable financial measure presented in accordance with U.S. GAAP, to free cash flow:

(in thousands)	Six Months Ended June 30,	
	2026	2025
Net cash provided by (used in) operating activities	\$ (111,878)	\$ 156
Purchases of property and equipment	(33,941)	(14,176)
Free cash flow	<u>\$ (145,819)</u>	<u>\$ (14,020)</u>

Liquidity and Capital Resources

Since inception, we have funded our operations through internally generated cash on hand, proceeds from sales of our capital stock, proceeds from warrant exercises, and our proceeds from the issuance of bank debt and Convertible Notes. We assess our liquidity in terms of our ability to generate adequate amounts of cash to meet current and future needs. Our expected primary uses of cash on a short and long-term basis are for working capital requirements, general corporate purposes, and capital expenditures as well as research and development efforts and potential mergers and acquisitions. Our primary working capital requirements are for project execution activities including purchases of materials, subcontracted services and payroll which fluctuate during the year, driven primarily by the timing and extent of activities required on new and existing projects. Our capital expenditures are primarily related to machinery and equipment, computers and software, and leasehold improvements for general corporate and operational purposes. We expect construction in progress to continue to increase as we develop data relay satellites and ground networks associated with our Data Transmission Services business.

As of June 30, 2026, we had cash and cash equivalents of \$367.4 million and working capital of \$263.0 million. The Company invests excess cash in highly-liquid, low risk interest-bearing demand deposit accounts, money market funds, and certificates of deposits, all of which are with major financial institutions.

Lanteris Acquisition

On January 13, 2026, the Company completed the acquisition of the 100% of the issued and outstanding membership interests of Lanteris Space Holdings LLC (“Lanteris”), previously known as Maxar Space Systems, a spacecraft manufacturer, from Advent International LLC. The aggregate consideration for the acquisition is \$853.3 million, consisting of \$405.6 million in cash plus \$43.7 million of transaction bonuses deemed to be part of consideration and the issuance of 22,991,028 shares of the Company’s Class A Common Stock valued at \$404.0 million, based on the acquisition date closing stock price of \$17.57. The Company funded the cash consideration using cash on hand. See Note 3 - Acquisitions for more information on the acquisition of Lanteris.

Orbital Receivables Purchase Facility

In connection with the Lanteris acquisition, the Company entered into a Waiver, Consent, Amendment and Assignment Agreement with ING Belgium NV/SA (“ING”) and certain affiliates of Lanteris, pursuant to which the Company became a guarantor under the Amended and Restated Receivables Purchase Agreement (the “Orbital Receivables Purchase Facility”). Under the facility, through December 1, 2026, ING may purchase certain orbital payment receivables of Lanteris on a discretionary, transaction-by-transaction basis, up to an aggregate maximum of \$250.0 million. If a customer prepays a receivable that has been purchased by ING, Lanteris is required to make a contractual make-whole payment based on a net present value formula. The Company expects the Orbital Receivables Purchase Facility to continue to support Lanteris’ working capital and liquidity needs. For further discussion on the orbital receivables, refer to Note 5 - Trade and Other Receivables, net.

February 2026 Securities Purchase Agreement

On February 27, 2026, the Company completed the issuance and sale to the Investors of 11,574,069 shares of the Company’s Class A Common Stock at a price of \$15.12 per share for an aggregate purchase price of \$175.0 million pursuant to the terms of a definitive securities purchase agreement (the “Securities Purchase Agreement”), and incurred related transaction costs of \$7.5 million. Refer to Note 12 for additional information on this issuance.

ATM Program

On June 2, 2026, the Company entered into a Sales Agreement (as defined in Note 12) with the selling agents named therein pursuant to which the Company may, from time to time, offer and sell shares of Class A Common Stock for aggregate gross proceeds of up to \$500.0 million pursuant to an at-the-market financing facility (the “ATM Program”). During the second quarter of 2026, the Company raised approximately \$235.2 million in net proceeds and incurred transaction fees of approximately \$0.6 million for the initial set-up costs pursuant to the ATM Program. Refer to Note 12 for additional information on the ATM Program and Note 2 for additional information on the related transaction costs.

Share Purchase Agreement - Goonhilly

August 3, 2026, we consummated the Goonhilly acquisition. For additional information, refer to “Recent Developments,” above and Note 22 - Subsequent Events.

Management believes that the cash and cash equivalents as of June 30, 2026 and the liquidity provided from the proceeds of the issuance of securities pursuant to the ATM Program and the February 2026 Securities Purchase Agreement, and the issuance of the Convertible Notes (defined in Note 10 - Debt), will be sufficient to fund its operating and capital requirements and execute its business plan through at least the twelve-month period from the date the unaudited condensed consolidated financial statements are issued.

Cash Flows

The following table summarizes our cash flows for the periods presented:

(in thousands)	Six Months Ended June 30,			
	2026		2025	
Net cash provided by (used in) operating activities	\$	(111,878)	\$	156
Net cash used in investing activities	\$	(481,003)	\$	(14,176)
Net cash provided by financing activities	\$	386,564	\$	151,314

Cash Flows for the six months ended June 30, 2026 and 2025

Operating Activities

During the six months ended June 30, 2026, our operating activities used \$111.9 million of net cash as compared to \$0.2 million of net cash provided during the six months ended June 30, 2025. Changes in operating assets and liabilities, which consist primarily of working capital balances for our projects may vary and are impacted by the stage of completion and contractual terms of projects. The primary components of our working capital accounts are trade accounts receivable, contract assets, accounts payable, and contract liabilities. In addition, the changes in operating activities were impacted by the recent acquisition of Lanteris in January 2026.

Investing Activities

During the six months ended June 30, 2026, investing activities used \$481.0 million of net cash as compared to \$14.2 million of net cash used during the six months ended June 30, 2025. The \$466.8 million increase in investing activities was driven primarily by the business acquisition of Lanteris in January 2026 for approximately \$447.1 million, net of cash received and \$19.8 million capital expenditures associated primarily with the fabrication and development of commercial communications satellites and navigation network, and capital expenditures related to our expansion to a new leased facility at Houston Spaceport to support the growth of our operations.

Financing Activities

During the six months ended June 30, 2026, financing activities provided \$386.6 million of net cash as compared to \$151.3 million of net cash provided during the six months ended June 30, 2025.

During 2026, our financing activities primarily included \$234.6 million and \$167.5 million, respectively, in net proceeds from the issuance of securities under the ATM Program and the Securities Purchase Agreement, as further described in Note 12 in our condensed consolidated financial statements. These net proceeds were slightly offset by the settlement of the securitization facility for \$13.6 million (as further described in Note 10), \$1.2 million in net activity related to our share-based awards and \$0.7 million in distributions to noncontrolling interests. During 2025, our financing activities primarily included \$176.6 million in, proceeds from the exercise of warrants, slightly offset by \$20.7 million for share repurchase, and \$4.5 million in net activity related to our share-based awards.

Contractual Obligations and Commitments

The following table presents our significant contractual obligations and commitments as of June 30, 2026 (in thousands):

	Total	Payments Due					
		Remainder of 2026	2027	2028	2029	2030	Thereafter
Operating lease obligations ⁽¹⁾	\$ 152,371	\$ 17,475	\$ 21,551	\$ 20,157	\$ 19,882	\$ 6,263	\$ 67,043
Finance lease obligations ⁽¹⁾	49	20	21	8	—	—	—
Purchase commitments ⁽²⁾	50,080	24,886	25,194	—	—	—	—
Total	<u>\$ 202,500</u>	<u>\$ 42,381</u>	<u>\$ 46,766</u>	<u>\$ 20,165</u>	<u>\$ 19,882</u>	<u>\$ 6,263</u>	<u>\$ 67,043</u>

- (1) Represents the undiscounted payments for lease arrangements for certain facilities and equipment with various expiration dates through 2048.
- (2) From time-to-time, we enter into long-term commitments with vendors to purchase launch services and for the development of certain components in conjunction with our obligations under revenue contracts with our customers. This represents our significant remaining purchase obligations under non-cancelable commitments.

Lunar Production and Operations Center Expansion

In July 2025, we executed an amendment to our ground lease agreement to expand our Lunar Production and Operations Center (“LPOC”) at the Houston Spaceport at Ellington Airport. The expansion calls for an additional investment of approximately \$12.6 million by the Company for the construction of new production and testing facilities, plus support infrastructure, to scale our lunar lander assembly, Earth-reentry systems, Lunar Terrain Vehicle development, and NASA’s Near Space Network Services. The amendment expands the total leased project site by an additional tract of approximately 3.0 acres. The amendment extends the lease term from 20 years to 25 years (ending October 2048), with three optional renewal periods of 5 years each, and reduces the right-of-use assets and liabilities by approximately \$7.1 million. The Company accounted for this amendment as a lease modification by remeasuring the right-of-use assets and liabilities as of the effective date. Should construction costs exceed the estimated expansion investment, the Company will consider and account for the excess as variable lease payments or, if the excess costs is significant, the Company will remeasure the lease liability and right-of-use asset. Furthermore, the amendment includes lease components that have not yet commenced. The Company expects to recognize additional lease liabilities of approximately \$7.9 million as the expansion phases are completed in 2026.

Palo Alto Campus - Lease Amendment

In July 2026, the Company executed an amendment to the lease agreement for its Palo Alto, California facility that supports spacecraft design, systems engineering, and program management. The amendment extended the lease term by 17 years through July 2043 with an option to extend for an additional 10 years through July 2053, resulting in estimated remeasured right-of-use asset and lease liability of \$109.1 million. Under the prior lease terms, the facility lease would have expired in at the end of 2033 if the Company executed an option. The amendment provides long-term facility certainty and supports strategic objectives of avoiding relocation costs, maintaining production stability, and retaining access to engineering and technical talent available in the Silicon Valley area. Base rent under the amended lease continues at previously contracted rates through 2029 with annual escalations of approximately 3% thereafter.

Tax Receivable Agreement

See Note 11 of the condensed consolidated financial statements for information regarding our tax receivable agreement.

Debt

For disclosures regarding the Convertible Notes and Stifel Loan Agreement, refer to Note 10 - Debt in the condensed consolidated financial statements.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Critical Accounting Policies and Estimates

We believe that the following accounting policies involve a high degree of judgment and complexity. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of our operations. Significant accounting policies employed by us, including the use of estimates, are presented in Note 2 - Summary of Significant Accounting Policies to our condensed consolidated financial statements included elsewhere in this Quarterly Report and our audited consolidated financial statements as of and for the years ended December 31, 2025 and 2024 contained in our Annual Report on Form 10-K, filed with the SEC on March 19, 2026.

The preparation of our condensed consolidated financial statements and related disclosures requires us to make estimates and judgements that affect the amounts reported in those financial statements and accompanying notes. Although we believe that the estimates we use are reasonable, due to the inherent uncertainty involved in making those estimates, actual results reported in future periods could differ from those estimates.

Revenue Recognition

We recognize revenue in accordance with ASC 606, Revenue from Contracts with Customers. Our revenue is primarily generated from long-term construction contracts and the progress on long-term lunar mission contracts and engineering services for the research, design, development, and manufacturing of advancement technology aerospace system.

Revenue is measured based on the amount of consideration specified in a contract with a customer. Revenue is recognized when and as our performance obligations under the terms of the contract are satisfied which generally occurs with the transfer of services to the customer. For each long-term contract, we determine the transaction price based on the consideration expected to be received. We allocate the transaction price to each distinct performance obligation to deliver a good or service, or a collection of goods and/or services, based on the relative standalone selling prices.

For most of our business, where performance obligations are satisfied due to the continuous transfer of control to the customer, revenue is recognized over time. Where the customer contracts with us to provide a significant service of integrating a complex set of tasks and components into a single project or capability, those contracts are accounted for as single performance obligations. We recognize revenue generally using the cost-to-cost method, based primarily on contract costs incurred to date compared to total estimated contract costs at completion. This method is deemed appropriate in measuring performance towards completion because it directly measures the value of the goods and services transferred to the customer. For services contracts, cost estimates at completion generally include direct labor, direct materials and subcontract costs. For satellite construction contracts (products), cost estimates at completion also include certain overhead allocations which may include facilities, information technology, insurance and various other costs. Billing timetables and payment terms on our contracts vary based on a few factors, including the contract type. Typical payment terms under fixed-price contracts provide that the customer pays either performance-based payment based on the achievement of contract milestones or progress payments based on a percentage of costs we incur.

Due to the nature of the work required to be performed on many of our performance obligations, the estimation of total revenue and cost at completion (the process described below in more detail) is complex and subject to many variables and requires significant judgment. The consideration to which we are entitled on our long-term contracts may include both fixed and variable amounts. Variable amounts can either increase or decrease the transaction price.

We include estimated amounts of variable consideration 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. Our estimates of variable consideration and determination of whether to include estimated amounts in the contract price are based largely on an assessment of our anticipated performance and all information (historical, current and forecasted) that is reasonably available to us. We reassess the amount of variable consideration each accounting period until the uncertainty associated with the variable consideration is resolved. Changes in the assessed amount of variable consideration are accounted for prospectively as a cumulative adjustment to revenue recognized in the current period.

When changes are required for the estimated total revenue on a contract, these changes are recognized on a cumulative catch-up basis in the current period. A significant change in one or more estimates could affect the profitability of one or more of our performance obligations. If estimates of total costs to be incurred exceed estimates of total consideration the Company expects to receive, a provision for the remaining loss on the contract is recorded in the period in which the loss becomes evident.

Satellite construction contracts may include performance incentives whereby payment for a portion of the purchase price is contingent upon in-orbit performance of the satellite. These performance incentives are structured in two forms. As a

warranty payback, the customer pays the entire amount of the performance incentive during the period of the satellite construction and such incentives are subject to refund if satellite performance does not achieve certain predefined operating specifications. As an orbital receivable, the customer makes payment of performance incentives over the estimated in-orbit life of the satellite. Performance incentives, whether warranty payback or orbital receivables, are included in revenue during the construction period to the extent it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Amounts attributable to the financing element of post-launch payments are recorded as revenue over the incentive period. A portion of performance incentives may be allocated to services in the post-launch period if a separate performance obligation for such services has been determined to exist within the contract. In addition to the in-orbit performance incentives, satellite construction contracts may include liquidated damages clauses. Liquidated damages can be incurred on programs as a result of delays due to slippage or for programs which fail to meet all milestone requirements as outlined within the contractual arrangements with customers. Losses related to liquidated damages result in a reduction of revenue recognized and are recorded in the period in which, based on available facts and circumstances, management believes it is probable that liquidated damages will be incurred and enforced.

Business Combination

The Company uses the acquisition method of accounting for business combinations and recognizes assets acquired and liabilities assumed measured at their fair values on the date acquired. The allocation of the purchase price in a business combination requires management to make significant estimates in determining the fair value of acquired assets and assumed liabilities, especially with respect to intangible assets. The excess of the purchase price in a business combination over the fair value of the assets acquired and liabilities assumed is recorded as goodwill. The determination of fair values of identifiable assets and liabilities requires estimates and the use of valuation techniques when fair value is not readily available and requires management judgment.

When determining the fair value of the assets and liabilities of an acquired business, we make judgments and estimates using all available information to us including, but not limited to, quoted market prices, carrying values, expected future cash flows, which includes consideration of future growth rates and margins, attrition rates, future changes in technology and brand awareness, loyalty and position and discount rates. We engage third-party appraisal firms when appropriate to assist in the fair value determination of intangible assets. The purchase price allocation recorded in a business combination may change during the measurement period, which is a period not to exceed one year from the date of acquisition, as additional information about conditions existing at the acquisition date becomes available. Our purchase price allocation related to the acquisition of Lanteris and KinetX is discussed in Note 3 - Acquisitions in the accompanying condensed consolidated financial statements.

Goodwill and Intangible Assets

We evaluate our goodwill and intangible assets for impairment annually in the fourth quarter and in any interim period in which events or circumstances arise that indicate possible impairment. Indicators of impairment include, but are not limited to, a significant deterioration in overall economic conditions, a decline in our market capitalization, the loss of significant business, significant decreases in funding for our contracts, or other significant adverse changes in industry or market conditions.

We test goodwill for impairment at the reporting unit level based on our reporting structure. We currently have one reporting unit which encompasses all operations including new acquisitions. We have the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. The qualitative assessment includes a review of business changes, economic outlook, financial trends and forecasts, growth rates, industry data, market capitalization, and other relevant qualitative factors. If the qualitative assessment indicates that it is more likely than not that the carrying value of a reporting unit exceeds its estimated fair value, a quantitative test is required.

In connection with the recent acquisitions of KinetX in October 2025 and Lanteris in January 2026, the Company initially recognized goodwill and intangible assets in our condensed consolidated financial statements. The Company evaluated these goodwill and intangible assets for impairment as of June 30, 2026 and did not recognize any impairment changes, and will continue to evaluate them annually and during interim periods in which events or circumstances arise that indicate possible impairment. See Note 3 - Acquisitions and Note 8 - Goodwill and Intangible Assets, net for more information on our goodwill and intangible assets recognized in connection with the acquisitions of KinetX and Lanteris.

Emerging Growth Company

We are an “emerging growth company” (“EGC”), as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart our Business Startups Act of 2012, (the “JOBS Act”), and may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is either not an emerging growth company or an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates, foreign currency exchange rates, and inflation.

Interest Rate Risk

We had cash and cash equivalents and restricted cash totaling approximately \$379.0 million as of June 30, 2026. Our cash and cash equivalents consist of highly liquid interest bearing overnight sweep and demand deposit accounts, and are held for purposes of working capital and strategic business investments. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk. As of June 30, 2026, a hypothetical 10% relative change in interest rates would not have a material impact on our unaudited condensed consolidated financial statements.

In August 2025, we issued \$345.0 million aggregate principal amount of 2.500% Convertible Notes (as defined in Note 10 - Debt in the unaudited condensed consolidated financial statements contained elsewhere in this Quarterly Report) and the full amount was outstanding as of June 30, 2026. We carry the Convertible Notes at face value less the unamortized debt discount and issuance costs on our condensed consolidated balance sheets. The Convertible Notes have a fixed interest rate; therefore, we have no financial statement risk associated with changes in interest rates with respect to the Convertible Notes. The fair value of the Convertible Notes changes when the market price of our stock fluctuates or market interest rates change.

Foreign Currency Risk

Our revenue and expenses are primarily denominated in U.S. dollars and we have not had material foreign currency risk nor recognized foreign exchange gains or losses to date. We believe our exposure to foreign currency fluctuation from operating expenses is immaterial as the related costs do not constitute a significant portion of our total expenses. As such, we currently do not engage in forward contracts or other derivatives in foreign currencies to limit our exposure on non-U.S. dollar transactions. As we grow operations, our exposure to foreign currency risk may become more significant, and we will consider methods to limit our exposure on non-U.S. dollar transactions.

Impact of Inflation

Inflationary factors, such as increases in the cost of our materials, supplies, and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, we may experience some effect if inflation rates continue to rise. Significant adverse changes in inflation and costs in the future could result in material losses.

Item 4. Controls and Procedures

In accordance with Exchange Act Rules 13a-15 and 15d-15, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2026, to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms. Our disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving their desired control objectives.

On January 13, 2026, we completed the Lanteris acquisition. Prior to the acquisition, Lanteris was a privately held company and was not subject to the rules and regulations of the SEC. We are currently in the process of integrating Lanteris into our operations and internal control environment.

Other than our integration of Lanteris, there have been no changes in the Company's internal control over financial reporting during the three months ended June 30, 2026 that have materially affected, or that are reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II – Other Information

Item 1. Legal Proceedings

In the ordinary course of business, we are involved in various pending and threatened litigation matters. In the future, we may be subject to additional legal proceedings, the scope and severity of which is unknown and could adversely affect our business. In addition, from time to time, we may receive letters or other forms of communication asserting claims against us. The information required with respect to this item is disclosed under Note 18 - Commitments and Contingencies to our condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report and is incorporated by reference to this Item 1.

Item 1A. Risk Factors

Factors that could cause our actual results to differ materially from those in this report include the risk factors described in our 2025 Annual Report on Form 10-K. As of the date of this Quarterly Report, there have been no material changes to the risk factors disclosed in the 2025 Annual Report on Form 10-K.

Our recent UK acquisition may expose us to additional risks associated with international operations and integration.

On August 3, 2026, we completed our acquisition of Goonhilly Earth Station Limited (“Goonhilly”), a UK-based ground station and satellite communications company. As a result of the acquisition, we are subject to additional risks associated with operating in the United Kingdom, including compliance with applicable laws and regulations, foreign currency fluctuations, and tax and other restrictions that may affect our ability to transfer or repatriate cash. We are also in the process of integrating Goonhilly into our operations and internal control environment, which may require significant management attention and resources. If we are unable to successfully integrate Goonhilly or maintain effective internal control over financial reporting, our ability to accurately and timely report our financial results could be adversely affected. In addition, any failure to comply with applicable laws or regulations could result in civil penalties, private lawsuits, or the suspension or revocation of licenses, certificates, authorizations or permits, any of which could adversely affect our business, financial condition and results of operations.

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

There were no sales of unregistered securities during the three months ended June 30, 2026.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended June 30, 2026, certain of our officers or directors listed below adopted or terminated trading arrangements intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) for the purchase or sale of shares of our Class A Common Stock in amounts and prices determined in accordance with a formula set forth in each such plan:

Name	Title	Action	Date of Action	Duration of Plan		Shares
				Start Date	End Date ⁽¹⁾	
Kamal Ghaffarian	Chairman of the Board Directors	Adopted	7/2/2026	10/5/2026	4/16/2027	the potential sale of up to 1,935,568 shares of Class A Common Stock subject to pricing conditions that preclude or limit the sale of shares below predetermined minimum pricing
Stephen Altemus	Chief Executive Officer and President	Adopted	6/5/2026	09/04/2026	02/26/2027	the potential sale of up to 398,185 shares Class A Common Stock, subject to pricing conditions that preclude or limit the sale of shares below predetermined minimum pricing
Peter McGrath	Chief Financial Officer and Senior Vice President	Adopted	5/21/2026	08/18/2026	11/18/2027	the potential sale of up to 113,468 shares of Class A Common Stock, subject to pricing conditions that preclude or limit the sale of shares below predetermined minimum pricing
Annachiara Jones	Chief Legal Officer	Adopted	6/8/2026	9/8/2026	5/21/2027	the sale of up to 48,756 shares of Class A Common Stock, subject to pricing conditions that preclude or limit the sale of shares below predetermined minimum pricing

(1) The end dates for each of the securities trading plan are as disclosed in the table above, or until all securities under the plan have been sold or the plan otherwise terminated in accordance with its terms.

Item 6. Exhibits

The following exhibits are filed as part of this Quarterly Report.

Exhibit Number	Description of Exhibit
2.1*	Share Purchase Agreement, dated May 14, 2026, by and among Intuitive Machines, Inc., Intuitive Machines, LLC and Goonhilly Holdings Limited
2.2*	Membership Interest Purchase Agreement, dated August 3, 2026, by and among Intuitive Machines, Inc., Intuitive Machines, LLC, and Goonhilly Holdings USA Inc.
10.1*	Intuitive Machines Second A&R Operating Agreement, with First Amendment of Intuitive Machines, LLC, dated February 13, 2023
31.1*	Certification of Chief Executive Officer pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934
31.2*	Certification of Chief Financial Officer pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934
32.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
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.
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.INS)

* Filed herewith.
 ** Furnished.
 + Indicates management contract or compensatory plan.

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.

		Intuitive Machines, Inc.	
Date:	August 13, 2026	By:	<u>/s/ Peter McGrath</u> Peter McGrath Chief Financial Officer and Senior Vice President <i>(Principal Financial Officer)</i>
Date:	August 13, 2026	By:	<u>/s/ Steven Vontur</u> Steven Vontur Chief Accounting Officer and Controller <i>(Principal Accounting Officer)</i>

DATED

14 May 2026

(1) GOONHILLY HOLDINGS LIMITED

(2) INTUITIVE MACHINES, LLC

(3) INTUITIVE MACHINES, INC.

SHARE PURCHASE AGREEMENT

FOR THE SALE AND PURCHASE OF SHARES IN
GOONHILLY EARTH STATION LIMITED

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AGREED FORM DOCUMENTS

DISCLOSURE LETTER

W&I POLICY EXTRACT

LEASE OF PART RELATING TO HYDROGEN EXTRACTION

THIS AGREEMENT is executed as a deed by the parties below and dated **14 May 2026**

- (1) **GOONHILLY HOLDINGS LIMITED**, a company incorporated in England and Wales (registered number 11305066) and having its registered office at Goonhilly Downs, Helston, Cornwall, United Kingdom, TR12 6LQ (the **'Seller'**);
 - (2) **INTUITIVE MACHINES, LLC**, a limited liability company formed under the laws of the State of Delaware whose headquarters are at 13467 Columbia Shuttle Street, Houston, TX 77059, (the **'Buyer'**), and
 - (3) **INTUITIVE MACHINES, INC.**, incorporated and registered in Delaware whose registered office is at 13467 Columbia Shuttle Street, Houston, TX 77059, (**'IM Inc.'**),
- (each a **'Party'** and together the **'Parties'**).

1 **INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

'Accounting Standards' means, FRS 102;

'Accounts' means the Group Accounts and the Individual Accounts;

'Accounts Date' means 31 May 2024;

'Additional Insurance Consideration' has the meaning given in 6.1(b);

'Agreement' means this agreement as the same may be amended, amended and restated, supplemented or otherwise modified from time to time;

'AI Laws' means all applicable Laws, guidelines and codes of practice relating to the development, use and integration of artificial intelligence, including but not limited to, the European Union Artificial Intelligence Act 2024/1689) (EU AI Act);

'Anti-Corruption Laws' means any Laws relating to anti-bribery or anti-corruption (governmental or commercial) or any similar related activities that are in full force and effect in the United Kingdom, the United States and any other jurisdiction where any Target Company operates, including but not limited to the UK Bribery Act, the United States Foreign Corrupt Practices Act and applicable rules and regulations to the extent to which the relevant Target Company is bound;

'BI Insurance Claim' means the claim(s) by the UK Target for business interruption under the Master Package Insurance Policy with Chubb European Group SE, policy number UKINTC94813 in relation to the fire at Antenna 6 at the UK Property on 5 October 2025;

'Business Day' means any day, other than a Saturday, Sunday or public holiday, on which banks in both the City of London and Houston, Texas are open for business generally;

'Business Intellectual Property' means any Intellectual Property Rights required to carry out each Target Company's business in the same manner as it is currently carried on;

'Buyer Group' means the Buyer and its Group (which, after Completion, includes each Target Company) from time to time and **'member of the Buyer Group'** has a corresponding meaning;

'Buyer Units' means the units of Buyer to be issued to IM Inc. in exchange for the Consideration Shares pursuant to clause 6.4;

'Buyer's Solicitors' means Reed Smith LLP of 1 Blossom Yard, London E1 6RS;

'Buyer's US Regulatory Counsel' means Greenberg Traurig LLP of 2101 L Street N.W., Suite 1000, Washington, D.C. 20037;

'Call-in Notice' means a notice given by the Secretary of State in respect of the Transaction pursuant to section 1(1) of the NSI Act;

'Carved-Out Securities Matters' has the meaning set forth in paragraph 2 of Schedule 6 (*Seller's Protection*);

'Cash' means the aggregate cash and cash equivalents, cash in hand and petty cash, of the UK Target but (a) excluding any Restricted Cash, uncleared cheques, drafts or wire transfers issued by the UK Target and uncleared by the bank, and (b) including cheques, deposits and wire transfers received or deposited for the account of the UK Target and not credited to the account of the UK Target;

'CEO Claim' shall have the meaning given to it in clause 15.1(b);

'CEO Claim Invoices' means any invoice from the Seller's Solicitors addressed to the UK Target in relation to the provision of services by the Sellers' Solicitors to the UK Target in relation to the CEO Claim;

'CFA 2017' means the Criminal Finances Act 2017;

'Claim' means any Warranty Claim or Tax Claim;

'CoC Counterparty' means any of the following:

- (a) the European Space Agency;
- (b) the Secretary of State for Defence of the UK and Northern Ireland;
- (c) the Ministry of Defence;
- (d) the United Kingdom Space Agency;
- (e) QINETIQ;
- (f) BAE Systems Applied Intelligence Limited;
- (g) Aerial Contracting Ltd;
- (h) Next Connex Ltd;
- (i) Softcat plc;
- (j) The University of Birmingham;
- (k) Chubb European Group SE;
- (l) Viasat, Inc.; or
- (m) Inmarsat Global Limited,

or any Connected Person of the above,

'Code' means the US Internal Revenue Code of 1986, as amended;

'Company Intellectual Property' means any registered Intellectual Property Rights or unregistered Intellectual Property Rights owned by a Target Company;

'Competent Authority' means in relation to any person, any national, supranational, federal, state, municipal or local government (including any court, commission, agency, authority or other body or entity exercising powers on behalf of any of the same) or any quasi-governmental or private body or entity exercising any governmental or judicial or quasi-governmental authority or function or any body or entity exercising regulatory authority under any Law to which that person is subject, in each case, acting within its powers and having jurisdiction over that person or to whose rules or regulations that person is subject;

'Competition Law' means the national and directly effective Laws of any jurisdiction which governs the conduct of companies or individuals in relation to restrictive or other anti-competitive agreements

or practices (including cartels, pricing, resale pricing, market sharing, bid rigging, terms of trading, purchase or supply and joint ventures), dominant or monopoly positions (whether held individually or collectively) and the control of acquisitions or mergers applicable to the relevant Target Company;

'Completion' means the completion of the sale and purchase of the Shares in accordance with the provisions of clause 9 (*Completion*);

'Completion Accounts' means the accounts to be prepared in accordance with Schedule 4 (*Completion Accounts*);

'Completion Date' means the date on which Completion takes place;

'Completion Statement' shall have the meaning given to that term by paragraph 1 of Schedule 4 (*Completion Accounts*);

'Conditions' shall have the meaning given to that term by clause 3 (*Conditions Precedent*);

'Connected Person' means, in relation to a body corporate:

- (a) that body corporate's subsidiary undertakings from time to time, any parent undertaking from time to time of that body corporate and every other body corporate which from time to time is a subsidiary undertaking of the same ultimate parent undertaking;
- (b) any person who has the power (directly or indirectly) to Control the body corporate; and
- (c) any person ('A') together with persons connected with A who have the power to Control the body corporate,

and, for the purposes of this Agreement, Piran James Trezise shall be deemed to be a Connected Person of the Seller, and each of Ian Martin Jones, Peter Kendal Hargreaves, Rosemary Jane Hargreaves and Michelmores Trust Corporation Limited shall specifically be deemed not to be a Connected Person of the Seller;

'Consent' means any licence, permit, consent, approval, authorisation or permission granted or issued by any Competent Authority to any Target Company;

'Consideration Shares' means 960,649 shares of Class A common stock of IM Inc., par value \$0.0001 per share, to be allotted and issued by IM Inc, to the Buyer in exchange for the Buyer Units and transferred by the Buyer to the Seller pursuant to clause 6.4. and Schedule 3 (*Exchange and Completion Obligations*);

'Control', in relation to a body corporate, means the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (a) by the holding of shares, or the possession of voting power, in relation to that or any other body corporate; or
- (b) by virtue of any powers conferred by the constitutional documents or any other document regulating that or any other body corporate;

and a **'Change of Control'**, in relation to a body corporate, occurs if any person who Controls it ceases to do so or if any person acquires Control of it;

'Convertible Loan Note Security Trustee' means Peter Kendal Hargreaves, Rosemary Jane Hargreaves, Michelmores Trust Corporation Limited, , Daniel Keith Cox and Nigel James Bence (as applicable) each in their capacities as trustees in respect of each of (1) The Hargreaves Family No 9 Settlement (2) The Hargreaves Family No 10 Settlement and (3) The Hargreaves Family No 14 Settlement;

'Convertible Loan Notes' means the £11,000,000 variable rate convertible loan notes of £1.00 each in the capital of the Seller constituted by the instrument entered into by the Seller dated 11 May 2018 (as amended from time to time);

'Conversion Rate' means the spot selling and buying mid-market closing rate for a transaction between the two currencies in question as quoted by the London edition of the Financial Times on

any date on which a conversion rate is to be determined in accordance with this Agreement or, if no such rate is quoted on that date, on the first preceding day on which such rates are quoted by the Financial Times;

'Cornwall Property' means the leasehold property at Goonhilly Earth Station, Goonhilly Downs, Helston, Cornwall TR12 6LQ;

'CTA 2010' means the Corporation Tax Act 2010;

'Data Breach' means (i) a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed, or (ii) as similarly defined under Data Protection Laws;

'Data Protection Laws' means all applicable Laws, rules, regulations, and legally binding guidelines and codes of practice relating to data protection, data breach notification, information security, cybercrime, use of electronic data and privacy matters applicable to the relevant Target Company including, but not limited to (and in each case, as applicable to the relevant Target Company): (i) the General Data Protection Regulation (EU) 2016/679 (**'EU GDPR'**); (ii) the UK General Data Protection Regulation, being the EU GDPR as incorporated into UK law pursuant to the European Union (Withdrawal) Act 2018 and as amended; (iii) the UK Data Protection Act 2018; (iv) the Federal Trade Commission Act; (v) the Telephone Consumer Protection Act; (vi) the Telemarketing and Consumer Fraud and Abuse Prevention Act; (vii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act; (viii) the California Consumer Privacy Act (**'CCPA'**); and (ix) the Payment Card Industry Data Security Standards; and all other similar international, federal, state, and local Laws;

'Data Protection Policies' means each external or internal information notices, statements, or other policies relating to personal data, including externally published, present privacy policies and terms of use;

'Data Room' means the electronic data room as at 10 a.m. BST on 14 May 2026 established by the Seller with the Seller's Solicitors for the purposes of the Transaction identified with the project name "Project Armstrong" (the index of which is attached to the Disclosure Letter), a copy of which is contained on a zip file provided by email from the Seller's Solicitors to the Buyer's Solicitors prior to the execution of this Agreement;

'Debt' means any indebtedness of the UK Target in the nature of borrowings (but not including, for the avoidance of doubt, the UK Target Intra Company Debt and amounts payable to trade creditors in the ordinary course of the UK Target's business) and other debt-like obligations of the UK Target, including:

- (a) any amount under any loan facility;
- (b) any amount under an overdraft facility;
- (c) any amount raised by acceptance under any credit facility or dematerialised equivalent;
- (d) any amount raised by the issue of loan notes, loan stock, debentures or similar instrument or under any loan note purchase agreement;
- (e) any amount raised under any transaction which has the commercial effect of a borrowing such as forward contracts;
- (f) any amount raised under invoice discount facilities or factoring facilities;
- (g) obligations secured by any Encumbrance upon property or assets owned by the UK Target even though the UK Target has not assumed or become liable for the payment of such obligations;
- (h) obligations with respect to interest rate or currency swaps, collars, caps and similar hedging obligations;
- (i) all guarantees, surety or indemnity obligations, regardless of whether of payment or performance, or whether such guarantees are in the form of, without limitation, letters of credit, deposits, bonds, insurance or other forms of security, indemnity, surety or guarantee;

- (j) any amounts owed under any finance or other lease (but excluding for the avoidance of doubt any property lease) or hire purchase agreement which relates to an asset required by, and used by the UK Target prior to the Completion Date and which will continue to be required by, and used by the UK Target following Completion;
- (k) any amount of corporation tax which is accountable, payable or accrued as at the Completion Date or which would be accountable, payable or required to be accrued as at the Completion Date if such date was the end of an accounting period;
- (l) any amounts payable in the nature of costs and/or fees on the termination, repayment, prepayment or cancellation of any of the above;

together with any amount of interest on the above amounts;

'Disclosed' means fairly disclosed or deemed to be disclosed in the Disclosure Letter in sufficient detail to enable a reasonable buyer to identify the nature and scope of the matter disclosed;

'Disclosure Letter' means a letter of the same date as this Agreement addressed by the Seller to the Buyer for the purpose of clause 13.4 (*Warranties*) which is accepted as such by the Buyer, and includes any document which is included or attached to it and the contents of the Data Room;

'DTC' means The Depository Trust Company;

'Disregarded Entity Election' shall have the meaning given in clause 3.1(d);

'DRE Effective Date' shall have the meaning given in clause 3.1(d);

'EHS Laws' means all Laws, including common law, concerning or in any way related to (a) natural resources, aquatic or animal life, endangered or threatened species, the Environment, or health and safety matters, contaminated land, contamination (or the remediation of the same), pollution, asbestos and asbestos containing materials, climate change, energy efficiency and electromagnetic fields; or (b) the presence, use, production, management, formulation, sale, reporting, containment, recycling, reclamation, reuse, licensing, emission, remediation, generation, handling, transportation, treatment, storage, disposal, distribution, labelling, testing, processing, discharge, release, control, exposure to, or cleanup of any Hazardous Substances applicable to the relevant Target Company. 'EHS Laws' include, without limitation, the following (including their implementing regulations and any analogous devolved, national, state or local law, statutory instrument, order, regulation and regulatory guidance):

- (a) for the United States, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, (**'CERCLA'**) 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act of 1910, as amended, 7 U.S.C. §§ 136 et seq.; the Oil Pollution Act of 1990, as amended, 33 U.S.C. §§ 2701 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., each as amended and as now or hereafter in effect; and
- (b) for the United Kingdom, the Environmental Protection Act 1990 (including Part IIA), the Environment Act 1995, the Environmental Permitting (England and Wales) Regulations 2016, the Environmental Damage (Prevention and Remediation) (England) Regulations 2015, the Water Resources Act 1991, the Control of Pollution Act 1974, the Waste (England and Wales) Regulations 2011, the Hazardous Waste (England and Wales) Regulations 2005, the Control of Asbestos Regulations 2012, the Health and Safety at Work etc. Act 1974, the Control of Substances Hazardous to Health Regulations 2002, UK REACH (retained Regulation (EC) No 1907/2006);

'Employee' means any person who, as at the date of this Agreement, is employed by any Target Company under a contract of employment;

'Encumbrance' means any interest or equity of any person including any encumbrance, mortgage, charge, security interest, assignment, pledge, lien, option, right of pre-emption, right of first refusal, right of set-off, retention of title or hypothecation howsoever arising, and any obligation, whether conditional or otherwise, to create any of the foregoing, whether arising by agreement, operation of Law or otherwise;

'Environment' means all or any of the following media and the ecological systems or living organisms (including humans) supported by them:

- (a) air (including ambient air or air within buildings or other structures, whether below or above ground);
- (b) land (including any soil, sediment or subsurface land);
- (c) water (including groundwater, drinking water, surface water, in-land or tidal waters);

'Environmental Claim' means any claim, demand, action, proceeding, notice, order, directive, investigation or requirement made by any person (including any Competent Authority) arising out of or in connection with any matter related to EHS Laws;

'Environmental Indemnity' has the meaning given in clause 15.1(d)

'ERISA' means the Employee Retirement Income Security Act of 1974, as amended;

'ERISA Affiliate' means any entity or other trade or business which is considered a single employer with a Target Company under Section 414 of the Code or 4001(a)(14) of ERISA;

'Escrow Account' means the interest-bearing deposit account opened prior to Completion in the joint names of the Buyer and the Seller with the Escrow Bank;

'Escrow Amount' means the sum of £592,621.50 together with all interest, income and gains in respect of it or, where the context permits, the balance of it;

'Escrow Bank' means PNC Bank, National Association;

'Escrow Release Date' means the later of:

- (a) the date falling 9 months after the Completion Date; and
- (b) the date on which, in respect of the CEO Claim:
 - (i) liability has been admitted by any Target Company or the Buyer in writing;
 - (ii) Ian Martin Jones or any other person has agreed in writing to withdraw or discontinue the CEO Claim;
 - (iii) Ian Martin Jones and any of the Buyer or any Target Company have expressly agreed in writing terms of settlement in respect of the CEO Claim; or
 - (iv) the CEO Claim has been adjudicated on by a court of competent jurisdiction from which there is no right of appeal, or the relevant parties are prevented by passage of time or otherwise from making an appeal;

'Estimated Completion Statement' means a written statement (in substantially the same form as the pro forma Completion Statement set out in Schedule 4 (*Completion Accounts*)) setting out the UK Target Estimated Cash, UK Target Estimated Debt, the UK Target Estimated Intra Company Debt, UK Target Estimated Working Capital, US Target Estimated Cash, US Target Estimated Debt, US Target Estimated Working Capital and US Target Estimated Capex Reimbursement, to be prepared by the Seller in good faith;

'Estimated Liability' means in relation to an Outstanding Claim, a genuine, *bona fide* estimate of the amount of the Seller's liability to the Buyer in respect of that Outstanding Claim (if it were to be resolved in the Buyer's favour), as agreed or determined in accordance with clause 18.3;

'Exchange Act' means the United States Securities Exchange Act of 1934, as amended;

'Excluded Claims' means (i) such Warranty Claims and/or Tax Claims or the relevant parts thereof which are (or the subject matter of which is) excluded from cover under or not capable of being recovered under the W&I Policy as a result of any of the exclusions set out in clauses 5.1(a), 5.1(c), 5.1(f), 5.1(g), 5.1(h), 5.1(j), 5.1(m) or 5.1(n) of the W&I Policy; and (ii) any Tax Claim under paragraph 2.1.5 of Schedule 9 (*Tax Covenant*);

'Farnborough Property' means leasehold property at Rooms G007, G008, G009 and G010 Building A1, Codey Technology Park, Ively Road, Farnborough, Hampshire GU14 0LX;

'FCC Condition' shall have the meaning given to that term by clause 3.1(b);

'Finally Determined Claim' means in respect of an Excluded Claim or an Indemnity Claim:

- (a) liability has been admitted by the Seller in writing;
- (b) is agreed in writing by the Buyer to be withdrawn or discontinued;
- (c) the Seller and the Buyer have expressly agreed in writing terms of settlement in respect of the Excluded Claim or Indemnity Claim (as applicable); or
- (d) has been adjudicated on by a court of competent jurisdiction from which there is no right of appeal, or the Seller and the Buyer are prevented by passage of time or otherwise from making an appeal;

'FINRA' means the Financial Industry Regulatory Authority, Inc.;

'FRS' means a Financial Reporting Standard issued by the Financial Reporting Council;

'Fundamental Warranties' means the warranties in Part 1 and Part 2 of Schedule 5;

'GHUI' means Goonhilly Holdings USA Inc., incorporated and registered in Delaware whose primary office is at 2120 River Road, Southbury, CT 06488;

'Government Contract' means any prime contract, subcontract, basic ordering agreement, letter contract, purchase order, task order, delivery order, grant (including any contractual documents in respect of such grant) of any kind, including all amendments, modifications and options thereunder or relating thereto, awarded (a) to any Target Company by any Competent Authority or by a prime contractor or higher-tier subcontractor under such Government Contracts, or (b) by any Target Company under such Government Contracts to a subcontractor at any tier;

'Group' means in relation to a company, that company, any subsidiary undertaking or any parent undertaking from time to time of that company and any subsidiary undertaking from time to time of a parent undertaking of that company. Each company in a group is a **'member of the Group'**;

'Group Accounts' means the audited consolidated accounts of the Seller, GHUI and the Target Companies, including the statement of financial position as at the Accounts Date and the income statement for the accounting period ended on the Accounts Date and related notes to the accounts as required by law and applicable accounting standards, as prepared under section 398 or section 399 of CA 2006;

'Hazardous Substance' means any (a) material, substance, compound, chemical or waste in any form (solid, liquid or gaseous) which, alone or in combination with any other substance, causes or is capable of causing harm to the Environment or health and safety, or which is regulated, listed, defined, designated or classified as hazardous or toxic or as a contaminant or pollutant or hazardous waste; or (b) petroleum or any derivative, product, breakdown product, or byproduct thereof, asbestos, or asbestos containing material, radioactive materials, polychlorinated biphenyls (PCBs), fuels, flammable materials, explosives, radon gas, lead-based paint or per- and polyfluoroalkyl substances (PFAS);

'HMRC' means HM Revenue and Customs;

'Hydrogen Lease' means a lease of part of the Cornwall Property entered into between the UK Target (as landlord) and the Seller (as tenant) in the agreed form;

'IM Inc. Shares' means (a) the Consideration Shares required to be transferred to the Seller pursuant to clause 6.4, including any such Consideration Shares transferred by the Seller to a Selling Stockholder; and (b) any shares issued in respect of the shares described in (a) by way of stock dividend, stock split, recapitalisation, reclassification, exchange or similar event;

'Indemnified Person' means IM Inc., the Buyer and each of their respective Connected Persons, affiliates, directors, officers, employees, agents, representatives, counsel, auditors, transfer agent, registrar and controlling persons;

'Indemnity Claim' means a claim by the Buyer under clause 15;

'Independent Accountant' has the meaning given to that term in Schedule 4 (*Completion Accounts*);

'Individual Accounts' means the audited individual company accounts of the UK Target, including the statement of financial position as at the Accounts Date and the income statement for the accounting period ended on the Accounts Date and related notes to the accounts as required by law and applicable accounting standards, as prepared under section 394 of CA 2006;

'Insurance Amount' means any amount received by the UK Target after Completion pursuant to the BI Insurance Claim (net of any Tax payable by the UK Target thereon (or which would be payable but for the use of a Buyer's Relief));

'Intellectual Property Rights' means all patents, copyrights, registered and unregistered trade marks, logos, service marks, trade, business, and any other indicia of source or origin (together, in each case, with all goodwill associated therewith or signified thereby); domain names, URLs, rights to apps, social media accounts, rights in goodwill or to sue for passing-off, rights in computer software (including object and source code and all other machine readable forms of computer programs), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case of any of the foregoing, whether registered or unregistered and including applications for and renewals or extensions of such rights, and all similar and equivalent rights or forms of protection in any part of the world, including rights to enforce and collect damages with respect to, and other remedies for, any past, present or future infringement, violation or misappropriation of the above described rights;

'Investment Security Unit' means the unit in the UK Cabinet Office that administers the operation of the NSI Act systems and supports the Secretary of State to carry out their statutory functions, or any successor that administers the operation of the NSI Act systems and supports the Secretary of State to carry out their statutory functions;

'IP Assignment Agreement' has the meaning given to that term in clause 8.3;

'IP Licences' means all licences, agreements, arrangements, covenants not to sue, authorisations and permissions in any form whatsoever whether express or implied to which a Target Company is a party and which are in effect on the date of this Agreement relating to the use, enjoyment and exploitation:

- (a) by a Target Company of any Intellectual Property Rights at the date of this Agreement; and
- (b) by any person of the Company Intellectual Property;

but excluding the IT Contracts;

'IRS' means the United States Internal Revenue Service;

'IT Contracts' means all contracts and arrangements to which a Target Company is a party relating to the leasing, hire purchase, co-location, licensing, maintenance and operation of the IT Systems and the provision of maintenance and support, website hosting, outsourcing, security, data back-up, disaster recovery, facilities management, insurance, services agreements, and bureau and on-line services to a Target Company which are in effect on the date of this Agreement;

'IT Systems' means all computer, communications (including network and telecommunications), databases, data processing, electronic and electronic control systems (whether digital or analogue) used by each Target Company on the date of this Agreement for receiving, processing, storing or transmitting data or instructions, including all website, intranet and extranet files and connections, all

computer-aided design and manufacturing equipment and all hardware, software and firmware components of all such systems;

'Law' means any law, legislation, regulation or international treaty applicable in or to any jurisdiction (country, state, federal, city or territory) and all laws, legislation, subordinate legislation, orders, directives, regulations, rules, measures, permits, local laws, ordinances and codes of practice made under or pursuant to any such law, legislation, regulation or international treaty, together with all judgments, notices, orders, directions, instructions or decisions of any Competent Authority;

'Leases' means the leases of the Properties (including any documents collateral or supplemental to them, such as but not limited to amendments, modifications, supplements, guaranties, subordination and non-disturbance agreements, side letters, estoppels, material correspondence, and other material agreements related thereto) (each being a **'Lease'**);

'Lock-Up Agreement' means a lock-up agreement in the form to be agreed to be entered into by the Seller, and (if applicable) each Selling Stockholder prior to the transfer of any IM Inc. Shares by the Seller to that Selling Stockholder, restricting transfers of IM Inc. Shares during the Lock-Up Period;

'Lock-Up Joinder' means a joinder agreement in the form to be agreed, executed by a permitted transferee of IM Inc. Shares, pursuant to which that permitted transferee agrees to be bound by the Lock-Up Agreement and/or the restrictions, covenants and obligations applicable to a Selling Stockholder under clause 21 and the related provisions of this Agreement, in form and substance satisfactory to IM Inc.;

'Lock-Up Period' means the period commencing on the Completion Date and ending on the date falling six calendar months after the Completion Date;

'Long Stop Date' means the date 6 months from the date of Agreement;

'Losses' means direct liabilities, obligations, promises, debts, claims, actions, proceedings, demands, damages, costs, expenses, duty and losses (including any and all interest, penalties and reasonable and properly incurred legal costs and all other reasonable and properly incurred professional costs and expenses);

'Management Accounts' means the unaudited balance sheet of each Target Company as at 31 March 2026 and the profit and loss account for the 12 month period ended on 31 March 2026 which is contained at document 2.2.15 of the Data Room;

'Material Adverse Change' means any change arising on or after the date of this Agreement which materially and adversely affects the business, assets, liabilities, profit, revenue, operations and/or financial prospects of any Target Company, with **'materially'** for the purpose of this definition being any matter which results in any (i) liability of, (ii) reduction in the revenue, profits and/or financial prospects of or (iii) any expenditure to be incurred by, in each case, any Target Company which (in aggregate) exceeds £5,000,000, but excluding any of the foregoing arising out of, resulting from, or attributable to:

- (a) changes in general economic, political, or industry conditions that do not disproportionately affect the business of the Target Companies compared to other businesses in the same industry;
- (b) fluctuations in currency exchange rates, interest rates, or market prices of securities, commodity prices or other general economic conditions that do not disproportionately affect the business of the Target Companies compared to other businesses in the same industry;
- (c) any event or circumstance arising out of compliance with this Agreement or actions taken with the Buyer's prior written consent or at the Buyer's request;
- (d) changes in laws, regulations or accounting standards applicable to the industry in general that do not disproportionately affect the business of the Target Companies compared to other businesses in the same industry; or
- (e) any matter Disclosed in the Disclosure Letter;

'Material Contract' means a contract which is in effect at the date of this Agreement between any Target Company and each of the customers and suppliers set out in documents 1.2.1.1.5, 1.2.1.2.1.19, 1.2.2.3 and 1.2.2.4 of the Data Room;

'NSI Act' means the National Security and Investment Act 2021;

'NSIA Condition' shall have the meaning given to that term by clause 3.1(a);

'Open Source Software' means any software programs, including source code, which are licensed under any form of open-source licence meeting the Open Source Initiative's open-source definition from time to time;

'Options' means the share options granted by the Seller to each of Matthew Cosby, Kenn Herskind and Remko Bijtjes;

'Outstanding Claim' has the meaning given in clause 18.2;

'Payment Card Industry Data Security Standards' means the set of security standards developed and maintained by the Payment Card Industry Security Standards Council (PCI SSC), which are designed to protect cardholder data and ensure secure payment card transactions. PCI DSS includes, but is not limited to, requirements related to network security, data encryption, access controls, vulnerability management, monitoring, and testing of networks and systems handling payment card data, as set forth in the current version of the PCI Data Security Standard published by the PCI SSC;

'Pension Scheme' has the meaning given in paragraph 1 of Part 12 of Schedule 5;

'Personal Data', 'data subject' and 'processing' have the meanings given to those expressions in the applicable Data Protection Laws;

'Planning Laws' means the Town and Country Planning Act 1990; the Planning (Listed Buildings and Conservation Areas) Act 1990; the Planning (Hazardous Substances) Act 1990; the Planning (Consequential Provisions) Act 1990; the Planning and Compensation Act 1991; the Planning and Compulsory Purchase Act 2004; Community Infrastructure Levy 2010; and any other Laws from time to time regulating the use or development of land;

'Pre-Completion Remediation Activities' means the removal by the UK Target of the Tank Infrastructure;

'Properties' means the UK Properties and the US Properties, brief particulars of which are given in Schedule 2 (*Real Property*) and includes any part of or any interest in them;

'Quarter Date' means 1 January (or the immediate next Business Day), 1 April (or the immediate next Business Day), 1 July (or the immediate next Business Day) or 1 October (or the immediate next Business Day) of the relevant calendar year;

'Registrable Securities' means the IM Inc. Shares held by the Seller or any Selling Stockholder from time to time, excluding any shares that: (a) have been sold pursuant to Resale Registration Materials, pursuant to Rule 144 under the Securities Act, or pursuant to Regulation S under the Securities Act; (b) may be offered and sold by a person that is not a U.S. Person (as defined in Regulation S) in an offshore transaction following the expiry of the applicable Regulation S distribution compliance period without restriction under the Securities Act; or (c) may be sold pursuant to Rule 144 without volume, manner-of-sale, holding-period or current-public-information restrictions;

'Registration Expenses' means all expenses incurred or payable by IM Inc. in connection with the preparation, filing, amendment, supplement, maintenance and updating of any Resale Registration Materials, including: (a) SEC registration and filing fees and any FINRA filing fees; (b) EDGAR filing fees and printing costs; (c) fees and disbursements of IM Inc.'s counsel and any special counsel retained by IM Inc. in connection with any Resale Registration Materials; (d) transfer agent and registrar fees and expenses relating to the Registrable Securities; (e) fees and disbursements of IM Inc.'s accountants, including for any consents, comfort letters or similar deliverables that IM Inc. (in its sole discretion) elects to obtain; and (f) all other expenses incurred or payable by IM Inc. in connection with the filing, effectiveness, availability, maintenance, amendment, supplement,

withdrawal or termination of any Resale Registration Materials; but excluding (in each case) Selling Expenses;

'Registration Rights Joinder' means a joinder agreement in the form to be agreed, pursuant to which a permitted transferee of any IM Inc. Shares agrees to be bound by clauses 6.5, 19, 20 and 21, and the related obligations of a Selling Stockholder, and in form and substance satisfactory to IM Inc.;

'Registration Effectiveness Date' means the date falling six calendar months after the Completion Date;

'Regulation S' means Regulation S (17 C.F.R. §§ 230.901 et seq.) promulgated under the Securities Act;

'Regulation M' means Regulation M (17 C.F.R. §§ 242.100 et seq.) promulgated under the Exchange Act;

'Release' means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating of any Hazardous Substance into the Environment (including the abandonment or discarding of barrels, containers or other closed receptacles containing any Hazardous Substances);

'Relevant Service Provider' means any current or former employee, officer, director of Goonhilly Holdings USA Inc. and Goonhilly Inc., or any other current or former individual service provider to Goonhilly Holdings USA Inc. and Goonhilly Inc.;

'Relief' shall have the meaning given to that term in paragraph 1 of Schedule 9 (*Tax Covenant*);

'Resale Registration Materials' means any registration statement of IM Inc. filed or to be filed with the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, and including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement;

'Restricted Business' shall have the meaning given to that term in paragraph 1 of Schedule 8 (*Restrictive Covenants*);

'Restricted Cash' means any cash which at the relevant time is not capable of being spent, distributed, loaned or released by the UK Target from the jurisdiction in which it is situated without deduction or withholding or additional cost, or which is not accessible in the manner described above within a period of two Business Days, including without limitation any cash securing rent deposits or any other cash held as collateral in respect of obligations of any other party;

'Restricted Territory' shall have the meaning given to that term in paragraph 1 of Schedule 8 (*Restrictive Covenants*);

'Rule 144' means Rule 144 (17 C.F.R. § 230.144) promulgated under the Securities Act;

'Rule 424' means Rule 424 (17 C.F.R. § 230.424) promulgated under the Securities Act;

'Sanctioned Country' means any country, territory, region, or government that is or has been the target of and/or subject to any comprehensive country-wide or territory-wide Sanctions (including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called "Donetsk People's Republic," and the so-called "Luhansk People's Republic");

'Sanctioned Person' means a person or entity that is: (a) listed or referred to on, or owned, directly or indirectly, or controlled by a person or entity listed or referred to on, or acting on behalf of a person or entity listed or referred to on, any Sanctions List; (b) located in, incorporated under the laws of, owned, directly or indirectly, or controlled by or acting on behalf of a person or entity located in or organised under the laws of a Sanctioned Country; or (c) otherwise subject to or a target of asset freezes or other restrictions or any Sanctions;

'Sanctions' means any economic, financial and trade embargoes and sanctions laws, regulations, rules and/or restrictive measures administered, implemented, enacted or enforced by any Sanctions Authority, each as amended, supplemented and substituted from time to time;

'Sanctions Authority' means the United Nations Security Council, the European Union and any member state of the European Union, the UK, the United States of America and any governmental, public or regulatory authority or body of any of the aforementioned (including, but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State);

'Sanctions List' means any restricted persons list issued under Sanctions Authority, including the 'Specially Designated Nationals and Blocked Persons' list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Consolidated List of Persons and Entities subject to Financial Sanctions maintained by the European Commission, HM Treasury's Consolidated List of Financial Sanctions Targets in the UK or any similar list maintained by, or public announcement of Sanctions designation made by a Sanctions Authority, each as amended, supplemented and substituted from time to time;

'SEC' means the United States Securities and Exchange Commission;

'SEC Staff' means the staff of the SEC;

'Secretary of State' means the Secretary of State empowered to give a Call-in Notice or final notification or to make a final order pursuant to the NSI Act;

'Securities Act' means the United States Securities Act of 1933, as amended;

'Securities Law Certificate' means a certificate in the form to be agreed, executed by the Seller or any proposed Selling Stockholder, certifying as to securities-law status, residency, U.S. Person status (as defined in Regulation S), affiliate status, broker-dealer status, beneficial ownership, plan of distribution, no directed selling efforts, no hedging in violation of the Securities Act, and such other matters as IM Inc. or its counsel may reasonably require;

'Security Trustee Security' means the:

- (a) debenture dated 11 May 2018 granted by the Seller to the Convertible Loan Note Security Trustee;
- (b) debenture dated 11 October 2023 granted by the Seller to the Convertible Loan Note Security Trustee; and
- (c) debenture dated 29 October 2024 granted by the Seller to the Convertible Loan Note Security Trustee;

'Seller Deed of Release' means the partial deeds of release to be entered into on or before Completion by the Convertible Loan Note Security Trustees and the Seller in respect of the Encumbrances granted by the Seller in favour of the Convertible Loan Note Security Trustees over the entire issued share capital of the UK Target, in the agreed form;

'Seller's Solicitors' means Penningtons Manches Cooper LLP of Floor 11, 45 Church Street, Birmingham B3 2RT;

'Seller's Solicitors' Client Account' means the client account of the Seller's Solicitors, details of which have been provided to the Buyer's Solicitors by the Seller's Solicitors prior to the date of this Agreement;

'Selling Expenses' means all (a) underwriting fees, discounts and selling commissions allocable to the sale of Registrable Securities, (b) transfer taxes allocable to the sale of the Registrable Securities, if any, and (c) related fees and expenses of counsel engaged by any Seller or Selling Stockholder related to the sale of Registrable Securities;

'Selling Stockholder Indemnity' means a direct indemnity in the form to be agreed running in favour of IM Inc., Buyer and their respective affiliates, directors, officers, employees, agents, representatives, counsel, auditors, transfer agents and controlling persons, executed by each Selling Stockholder, on terms consistent with clause 19,

'Selling Stockholder Questionnaire' means the questionnaire to be completed and delivered by each Selling Stockholder to IM Inc. in connection with the preparation of the Resale Registration

Materials, containing such information regarding the Selling Stockholder, its beneficial ownership of IM Inc. Shares, and its intended plan of distribution as IM Inc. or its counsel may reasonably require;

'Selling Stockholder Table' means the table of Selling Stockholders to be included in the Resale Registration Materials, setting out the information required by Item 507 of Regulation S-K (or any successor provision), in each case prepared and controlled by or on behalf of IM Inc. in reliance on information provided by the Seller and each Selling Stockholder pursuant to clause 19;

'Selling Stockholders' means (a) the Seller and (b) any permitted transferee of the Seller approved by IM Inc. for inclusion in the Resale Registration Materials that has received IM Inc. Shares in compliance with clause 6.4 and that has executed and delivered all documents required by clauses 6.5 and 17 (including a Selling Stockholder Questionnaire, a Registration Rights Joinder, a Lock-Up Agreement or Lock-Up Joinder, a Securities Law Certificate and a Selling Stockholder Indemnity), and has been named (or approved by IM Inc. to be named) as a selling stockholder in the Resale Registration Materials;

'Shares' means the UK Target Shares and the US Target Shares;

'Supplemental Disclosure Letter' means the supplemental disclosure letter containing supplemental disclosures (if any) from the Seller to the Buyer pursuant to the Seller's right at clause 13.3, the front end of which letter shall be in the agreed form;

'Surviving Terms' means clauses 1 (*Interpretation*), 6.4 (*Consideration*), 6.5 (*Selling Stockholders*), 19 (*Registration Rights*), 20 (*Lock-Up*), 21 (*Securities Law Representations, Covenants and Indemnities*), 23 (*Service of Notices*), 24 (*Confidentiality*), 25 (*Announcements*), 26 (*Costs*), 31 (*Effect of Completion*), 32 (*Third Party Rights*), 33 (*Assignment*), 34 (*Variation*), 35 (*Severance*), 36 (*Further Assurance*) and 38 (*Governing Law and Jurisdiction*), together with all indemnities, all transfer restrictions, all information and update covenants, all expense reimbursement obligations and all obligations under any Lock-Up Agreement, Lock-Up Joinder, Registration Rights Joinder, Securities Law Certificate, Selling Stockholder Indemnity or transfer-agent instruction letter;

'Suspension Period' means any period during which IM Inc. suspends or has notified the Seller or any Selling Stockholder of a suspension of the filing of, effectiveness efforts in respect of, use of any prospectus relating to, sales or transfers under, or other resale-registration activity in respect of any Resale Registration Materials, in each case pursuant to clause 19.8 (or any successor provision) due to the following: the board of directors of IM Inc. determines in good faith that such suspension is necessary for the reason that (i) such delay or suspension is in the best interest of IM Inc. and its stockholders generally due to a pending financing or other material transaction involving IM Inc., (ii) such registration or offering would render IM Inc. unable to comply with applicable securities laws or (iii) such registration offering would require disclosure of material information that IM Inc. has a *bona fide* business purpose for preserving as confidential;

'Tank Infrastructure' means the two above-ground heating oil storage tanks located adjacent to the workshops at the Cornwall Property;

'Target Companies' means the UK Target and the US Target, each a **'Target Company'**;

'Tax' has the same meaning as in paragraph 1 of Schedule 9 (*Tax Covenant*);

'Tax Authority' has the same meaning as in paragraph 1 of Schedule 9 (*Tax Covenant*);

'Tax Claim' means a claim under the Tax Covenant or a claim for a breach of any of the Tax Warranties;

'Tax Covenant' means the covenants set out in paragraph 2 of Schedule 9 (*Tax Covenant*);

'Tax Warranties' means the warranties set out in Part 16 of Schedule 5 (*Warranties*) and any other Warranties in so far as they relate to Tax;

'Trade Control Laws' means any U.S. or applicable non-U.S. law, statute, rule, regulation, or order relating to international trade, other than Sanctions, including: (a) all import laws and regulations, including those administered by U.S. Customs and Border Protection; (b) export, reexport, and transfer control laws and regulations, including the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130) and the Export Administration Regulations (15 C.F.R. Parts 730-774); (c) U.S. anti-boycott laws and requirements (Section 999 of the US Internal Revenue Code of 1986, as

amended, or related provisions, or under the Export Administration Act, as amended, 50 U.S.C. App. Section 2407 et. seq.); and (d) anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.S. Travel Act, 18 U.S.C. § 1952;

'Transaction' means the sale and purchase of the UK Target Shares under and in accordance with the terms of this Agreement and the other transactions contemplated by any of the other Transaction Documents, including the sale and purchase of the US Target Shares;

'Transaction Documents' means this Agreement, the Disclosure Letter, the Supplemental Disclosure Letter the US Agreement and the Hydrogen Lease;

'UK' means the United Kingdom of Great Britain and Northern Ireland;

'UK Completion Payment' means such amount as equals:

- (a) the UK Target Estimated Consideration; less
- (b) £18,500,000, being the value of the Consideration Shares; less
- (c) the Escrow Amount;

'UK Consideration' means the total consideration payable for the UK Target Shares in the amount set out in clause 6.1 (*Consideration*);

'UK Properties' means the Cornwall Property and the Farnborough Property;

'UK Target ' means Goonhilly Earth Station Limited (particulars of which are set out in Part 1 of Schedule 1 (*The Target Companies*);

'UK Target Completion Cash' shall have the meaning given to that term by paragraph 1 of Schedule 4 (*Completion Accounts*);

'UK Target Completion Cash Excess' shall have the meaning given to that term by clause 11.2;

'UK Target Completion Cash Shortfall' shall have the meaning given to that term by clause 11.2;

'UK Target Completion Debt' shall have the meaning given to that term in Schedule 4 (*Completion Accounts*);

'UK Target Completion Debt Decrease' shall have the meaning given to that term by clause 11.2;

'UK Target Completion Debt Increase' shall have the meaning given to that term by clause 11.2;

'UK Target Completion Working Capital' shall have the meaning given to that term by paragraph 1 of Schedule 4 (*Completion Accounts*). For the avoidance of doubt, UK Target Completion Working Capital shall not include amounts that are included in UK Target Completion Debt or UK Target Completion Cash;

'UK Target Completion Working Capital Excess' shall have the meaning given to that term by clause 11.2;

'UK Target Completion Working Capital Shortfall' shall have the meaning given to that term by clause 11.2;

'UK Target Deed of Release' means the deeds of release to be entered into on or before Completion by the Convertible Loan Note Security Trustees and the UK Target in respect of all debentures, guarantees and other Encumbrances granted by the UK Target in favour of the Convertible Loan Note Security Trustees, in the agreed form;

'UK Target Estimated Cash' means the estimated Cash of the UK Target as at the Completion Date, as set out in the Estimated Completion Statement;

'UK Target Estimated Consideration' means such sum as equals:

- (a) £29,631,075; less
- (b) an amount equal to the W&I Policy Costs; less
- (c) £75,000, being equal to the agreed contribution by the Seller to the Registration Expenses; less
- (d) £75,000, being equal to the agreed contribution by the Seller to the costs incurred by the Buyer in connection with its negotiation and entry into the Hydrogen Lease; plus
- (e) the UK Target Estimated Cash; less
- (f) the UK Target Estimated Debt; less
- (g) the UK Target Estimated Intra Company Debt; and
- (h) either plus the amount by which the UK Target Estimated Working Capital is greater than the UK Target Working Capital or less the amount by which the UK Target Estimated Working Capital is less than the UK Target Working Capital;

'UK Target Estimated Debt' means the estimated Debt of the UK Target as at the Completion Date, as set out in the Estimated Completion Statement;

'UK Target Estimated Intra Company Debt' means the estimated UK Target Intra Company Debt as set out in the Estimated Completion Statement;

'UK Target Estimated Working Capital' means the estimated Working Capital of the UK Target as at the Completion Date, as set out in the Estimated Completion Statement;

'UK Target Intra Company Debt' means the amount of the total indebtedness owing by the UK Target to the Seller at Completion;

'UK Target Shares' means all the issued shares in the UK Target;

'UK Target Working Capital' means the sum of £27,291.63;

'US Agreement' means the US membership interest purchase agreement in agreed form, to be entered into by GHUI and the Buyer;

'US Consideration' has the meaning given in the US Agreement;

'US Plan' means each "employee benefit plans" (as defined in Section 3(3) of ERISA), and all other employee benefit, welfare, supplemental unemployment benefit, bonus, pension, retirement, profit sharing, executive compensation, deferred compensation, incentive compensation, equity or equity-based compensation, equity purchase, equity option, equity appreciation, phantom equity, retention, severance, employment, change in control, health or other medical, dental, life, disability or other welfare benefit plan, fringe benefit, program, agreement or arrangement, whether or not subject to ERISA, whether funded or unfunded, written or unwritten, insured or self-insured, which, is or has been sponsored, maintained or contributed to or required to be contributed to by the US Target, in each case, for the benefit of Relevant Service Providers and/or their respective dependents or beneficiaries, or pursuant to which the US Target has or may have any present or future liability, whether actual, potential or contingent (including such liability on account of an ERISA Affiliate);

'US Properties' means the properties at:

- (a) 2120 River Road, Southbury CT 06488; and
- (b) 7600 Pine Grove Road, Santa Paula CA 93060;

'US Property Reports' shall have the meaning given in clause 3.1(e);

'US Reorganisation' means:

- (a) the contribution by GHUI of the US Properties to the US Target;

- (b) the assignment by GHUI to the US Target of the license agreement between the County of Ventura, California, as Licensor, and GHUI, as Licensee, including notice of such assignment being provided to the County of Ventura, California; and
- (c) the conversion of the US Target from a Delaware corporation to a Delaware limited liability company (the **'LLC Conversion'**);

'US Seller's US Regulatory Counsel' means Hogan Lovells US LLP;

'US Target' means Goonhilly Inc (particulars of which are set out in Part 2 of Schedule 1 (*The Target Companies*)) and, following completion of the US Reorganisation, Goonhilly LLC;

'US Target Estimated Capex Reimbursement Amount' means the estimated Capex Reimbursement Amount (as defined in the US Agreement) of the US Target as at the Completion Date, as set out in the Estimated Completion Statement;

'US Target Estimated Cash' means the estimated Cash (as defined in the US Agreement) of the US Target as at the Completion Date, as set out in the Estimated Completion Statement;

'US Target Estimated Debt' means the estimated Debt (as defined in the US Agreement) of the US Target as at the Completion Date, as set out in the Estimated Completion Statement;

'US Target Estimated Working Capital' means the estimated Working Capital (as defined in the US Agreement) of the US Target as at the Completion Date, as set out in the Estimated Completion Statement;

'US Target Estimated Intra Company Debt' means the estimated Intra Company Debt (as defined in the US Agreement) of the US Target as at the Completion Date, as set out in the Estimated Completion Statement;

'US Target Shares' means all the issued and to be issued shares (or membership interests after conversion of the US Target to a limited liability company) in the US Target;

'VAT' has the same meaning as in paragraph 1 of Schedule 9 (*Tax Covenant*);

'W&I Insurer' means Market International Insurance Company Limited, a company incorporated under the laws of England and Wales with registered number 00966670 whose registered office is at 20 Fenchurch Street, London EC3A 3AZ, United Kingdom;

'W&I Policy' means the warranty and indemnity policy to be issued by the W&I Insurer in favour of the Buyer;

'W&I Policy Costs' means the sum of £176,000.00, being the premium payable in respect of the W&I Policy, any insurance premium tax thereon and any W&I Insurer's or W&I broker's professional fees, expenses or other costs in each case paid or agreed to be paid or incurred or owing in connection with the preparation, negotiation or consummation of the W&I Policy (plus in each case any VAT thereon);

'W&I Policy Extract' means an extract in the agreed form from the W&I Policy which extract confirms that (i) the insurers will not be entitled to exercise any right of subrogation against the Seller, save in the case of fraud, (ii) the Seller has the right to rely on such waiver, and (iii) the provisions regarding subrogation against the Seller may not be amended, varied or waived in any manner without their prior written consent;

'Warranties' means the warranties contained in Schedule 5 (*Warranties*);

'Warranty Claim' means a claim for breach of any of the Warranties other than the Tax Warranties;

'Worker' means any person who, as at the date of this Agreement, is not an Employee and personally performs works for a Target Company but who is not in business on their own account or in a client/customer relationship; and

'Working Capital' shall have the meaning given to that term in paragraph 1 of Schedule 4 (*Completion Accounts*).

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation, legislative provision, or other Law includes a reference to:
 - (i) such legislation, legislative provision or other Law as amended, re-enacted, replaced or modified on the date of this Agreement;
 - (ii) any future legislation, legislative provision, or other Law which re-enacts or replaces it; and
 - (iii) any order, statutory instrument, regulation or other subordinate legislation made from time to time under the relevant legislation or other Law,

provided that, as between the Parties to and for the purposes of this Agreement, the re-enactment, replacement, consolidation or coming into force of such legislative provision, Law or order, statutory instrument, regulation or other subordinate legislation after the date of this Agreement shall only apply to the extent that it does not adversely affect the rights of or obligations on any Party;
- (b) a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England and Wales be deemed to include that which most nearly approximates in that jurisdiction to the English legal term and a reference to any English legislation shall be construed so as to include equivalent or analogous laws of any other jurisdiction;
- (c) a reference to a document **'in the agreed form'** is a reference to the form of that document that has been approved by the Buyer and the Seller acting by the Buyer's Solicitors and the Seller's Solicitors by email or other form of writing;
- (d) a reference to **'writing'**, or any cognate expression, is a reference to any mode of representing or reproducing words in a visible, non-transitory form including email or other mode of representing or reproducing words in electronic form (but excluding SMS (i.e. text messages, instant, messages or communications through social media or other writing in transitory form, except in each case where expressly stated otherwise) and fax);
- (e) where any statement in this Agreement is qualified by the expression **'so far as the Seller is aware'** or **'to the best of the knowledge of the Seller'**, or any cognate expression, that statement shall be deemed to be given to the knowledge, of the Seller after they have made reasonable enquiry of Piran James Trezise, Kenn Herskind Jorgensen, Peter Remko Bijtjes, Matthew Cosby, David Laurence Keighley, Sarah Lindo and Christopher Faletra into the subject matter of such statement (whether or not such enquiry was actually made);
- (f) any phrase introduced by the terms **'including'** or **'in particular'**, or any cognate expression, shall be construed as illustrative and not limiting of any preceding words;
- (g) a reference to **'and/or'** shall be deemed to include a reference to each of the adjoining terms both individually and collectively;
- (h) a reference to **'person'** includes any individual, partnership, limited partnership, joint venture, sole proprietorship, company or corporation, association, trust, trustee, executor, administrator, legal personal representative, regulatory or governmental agency or body, or other entity however designated or constituted and whether or not having a separate legal personality;
- (i) the terms **'parent undertaking'** and **'subsidiary undertaking'** shall have the meaning given to them by section 1162 Companies Act 2006;
- (j) words in the singular shall include the plural and the plural shall include the singular;
- (k) a reference to one gender shall include a reference to the other genders;
- (l) this Agreement shall be binding and enure to the benefit of the Parties and their respective personal representatives, assigns and successors in title (including in relation to any business carried on by any Target Company) and a reference to a Party shall include that Party's

personal representatives, assigns and successors in title (including in relation to any business carried on by any Target Company);

- (m) a reference to '**indemnify**' means fully indemnify, keep indemnified and hold harmless (in each case on an after-Tax basis);
- (n) a reference to '**in the normal course of business**' or '**in the ordinary course of business**' or any similar expression means in the same manner and scope and to the same extent and on the same basis as the relevant Target Company has carried on business during the 12 months up to the date of this Agreement;
- (o) a reference to a clause or a Schedule is a reference to a clause or a Schedule to this Agreement;
- (p) a reference in any Schedule of this Agreement to a '**Part**' or a '**paragraph**' is, unless stated otherwise, a reference to a Part of or a paragraph of that Schedule;
- (q) the Schedules to this Agreement form a part of this Agreement, and, for the avoidance of doubt, a reference to this Agreement includes a reference to each Schedule;
- (r) the word '**or**' shall be disjunctive but not exclusive;
- (s) where the words '**reasonable endeavours**' are used in relation to the performance of an act by a Party, such Party shall be required to take all those steps in performing such acts as are commercially reasonable having regard to such Party's circumstances at the time;
- (t) a reference to any time is a reference to the time in London;
- (u) a reference to '**£**', '**Pounds**' or '**Pounds Sterling**' shall mean the lawful currency of the United Kingdom from time to time;
- (v) a reference to '**US\$**' or '**US Dollars**' shall mean the lawful currency of the United States of America from time to time; and
- (w) the headings in this Agreement are for convenience only and shall not affect its interpretation.

2 **IM INC**

The Parties acknowledge that IM Inc is a party for the purposes of clauses 6.4 (*Consideration*), 6.5 (*Selling Stockholders*), 19 (*Registration Rights*), 20 (*Lock-Up*) and 21 (*Securities Law Representations, Covenants and Indemnities*), and otherwise for the purposes of, and entitled directly to enforce, all other provisions of this Agreement under which IM Inc. is granted rights, protections, indemnities, enforcement, expense reimbursement, transfer restrictions or other benefits (including, without limitation, clauses 23 (*Service of Notices*), 26 (*Costs*), 32 (*Third Party Rights*), 33 (*Assignment*), 34 (*Variation*), 38 (*Governing Law and Jurisdiction*) and Schedule 6 (*Seller's Protection*) (in respect of the Carved-Out Securities Matters)).

3 **CONDITIONS PRECEDENT**

3.1 Completion is subject to and conditional on the following conditions being fulfilled in accordance with this clause 2 or waived by the Buyer on or before the Long Stop Date:

- (a) either:
 - (i) following the notification of the Transaction in accordance with the NSI Act, the Secretary of State informing the Buyer that no further action will be taken under the NSI Act in relation to the Transaction pursuant to 14(8)(b)(ii) NSI Act; or
 - (ii) in the event that a Call-in Notice is given in relation to the Transaction, the Secretary of State giving final notification confirming that no further action will be taken under the NSI Act in relation to the Transaction,
- (the '**NSIA Condition**');)

- (b) Federal Communications Commission ('FCC') approval of the acquisition by the Buyer of the US Target (the '**FCC Condition**');
- (c) completion of the US Reorganisation and delivery by the Seller to the Buyer of duly executed copies of the following documents to evidence such completion:
 - (i) an extended coverage ALTA Owner's Title Insurance Policy insuring the US Target's fee simple title to the US Properties issued by the title company selected by the Buyer with such endorsements reasonably requested by the Buyer, in form and substance reasonably satisfactory to Buyer;
 - (ii) all documents reasonably required to effectuate the transfer of the US Properties, including but not limited to, deeds, state and local forms (including the Preliminary Change of Ownership Report), owner's affidavit, bills of sale, assignment of contracts, permits and intangible property, and such other documentation requested by the Buyer's title company;
 - (iii) all documents evidencing the LLC Conversion including but not limited to the certificate of conversion, certificate of formation and operating agreement of the newly formed limited liability company;
 - (iv) to the extent applicable, a validly completed Form OP-236 (Connecticut Real Estate Conveyance Tax Return) claiming an exemption from US transfer tax in respect of the US Reorganisation (and any equivalent documentation in any other applicable US state) (in each case, in form and substance reasonably satisfactory to the Buyer); and
 - (v) to the extent applicable, California Form CDTFA-401-A (State, Local, and District Sales and Use Tax Return) and Connecticut Form OS-114 (Sales and Use Tax Return) duly completed (in form and substance reasonably satisfactory to the Buyer) and filed by the US Target in respect of the US Reorganisation;
- (d) the UK Target properly filing a duly executed US Internal Revenue Service Form 8832 (Entity Classification Election) electing for the UK Target to be a disregarded entity for US federal income tax purposes, with such election to be effective at least one day prior to the Completion Date (such date set forth in such form being the '**DRE Effective Date**,' and such election form being the '**Disregarded Entity Election**'), in form and substance acceptable to the Buyer;
- (e) receipt by the Buyer of the title, survey and zoning reports in respect of each US Property (the '**US Property Reports**');
- (f) receipt by the Buyer of evidence reasonably acceptable to the Buyer that the US Target has terminated its participation in its professional employer organisation's (e.g., Insuperity PEO Services, L.P.) 401(k) plan, which for the avoidance of doubt, may require spinning out the US Target's employees' accounts into its own 401(k) plan, and terminating such plan, and
- (g) receipt by the Buyer of evidence reasonably acceptable to the Buyer that the Seller has completed, or procured the completion of, the following corrective actions at the US Properties related to compliance with EHS Laws:
 - (i) 7600 Pine Grove Road, Santa Paula CA 93060:
 - (A) written confirmation from the Ventura County, California Air Pollution Control District of the issuance of the renewal of air Permit to Operate 07675-R11, which expired 31 March 2026, demonstrating coverage under this authorisation for the current annual period; and
 - (B) written confirmation that the Seller has caused to be developed a chemical inventory reflecting current on-site chemicals storage, reviewed safety data sheets, assessed on-site storage of Hazardous Substances regulated by the 1986 Emergency Planning and Community Right-to-Know Act ('**EPCRA**'), and implemented a management system to properly develop and submit annual Tier II reports required under EPCRA; and
 - (ii) 2120 River Road, Southbury CT 06488

- (A) written confirmation that the Seller has obtained all consents, including but not limited to pre-construction, construction, and operational authorisations, necessary for air emissions from stationary sources at the 2120 River Road, Southbury CT 06488 property, including but not limited to the new generator units that are scheduled to be installed in connection with construction works by December 2026;
- (B) written confirmation that the Seller has caused to be developed and obtained a spill pollution prevention, control, and countermeasures ('SPCC') plan that reflects current conditions and storage of petroleum products at the 2120 River Road, Southbury CT 06488 property and that such SPCC plan is amended to reflect the installation of the new generator units that are scheduled to be installed in connection with construction works by December 2026; and
- (C) written confirmation that Seller has caused to be developed a chemical inventory reflecting current on-site chemicals storage, reviewed safety data sheets, assessed on-site storage of Hazardous Substances regulated by EPCRA, and implemented a management system to properly develop and submit annual Tier II reports required under EPCRA,

(together, the '**Conditions**') and if the Conditions are not fulfilled by the Long Stop Date, this Agreement shall lapse and no Party shall make any claim against the other Party in respect of this Agreement, except as provided for by clause 3.13.

3.2 The Buyer shall use its reasonable endeavours to fulfil or procure the fulfilment of the NSIA Condition and the condition in clause 3.1(e) as soon as reasonably practicable and, in any event, no later than the Long Stop Date.

3.3 The Seller shall:

- (a) procure that GHUI uses its reasonable endeavours to fulfil or procure the fulfilment of the condition in clause 3.1(c);
- (b) use its reasonable endeavours to fulfil or procure the fulfilment of the conditions in clause 3.1(d) and clause 3.1(g);
- (c) procure that the US Target uses its reasonable endeavours to fulfil or procure the fulfilment of the condition clause 3.1(f),

in each case, as soon as reasonably practicable and, in any event, no later than the Long Stop Date.

3.4 The Buyer shall, and the Seller shall procure that GHUI shall, use its reasonable endeavours to fulfil or procure the fulfilment of the FCC Condition as soon as reasonably practicable and, in any event, no later than the Long Stop Date.

3.5 The Buyer shall be primarily responsible for contacting and corresponding with the Secretary of State and/or the Investment Security Unit and, subject to clauses 3.7 and 3.8, shall, to the extent reasonably practicable, consult with the Seller in relation to, and update the Seller in respect of, progress towards satisfaction of the NSIA Condition.

3.6 Subject to clauses 3.7 and 3.8, in relation to satisfaction of the NSIA Condition, the Seller shall use reasonable endeavours to:

- (a) provide to the Buyer such information and assistance as it may reasonably request as soon as soon as is reasonably practicable;
- (b) as soon as is reasonably practicable and in any event in accordance with any applicable time limit, provide to the Secretary of State and/or the Investment Security Unit such information as it may require, including attending any meetings or calls with the Secretary of State and/or the Investment Security Unit;
- (c) before sending any material communication to Secretary of State and/or the Investment Security Unit, provide a draft copy of such communication to the Buyer and, where time permits, allow reasonable time for comments to be provided thereon;

- (d) promptly inform the Buyer of any material communication from or with the Secretary of State and/or the Investment Security Unit; and
 - (e) to the extent reasonably practicable, give the Buyer reasonable notice of and the opportunity to participate in all meetings and material telephone calls with the Secretary of State and/or the Investment Security Unit, unless prohibited by the Secretary of State or the Investment Security Unit from doing so.
- 3.7 Nothing in clauses 3.2 to 3.6 shall require a Party to share information, documents or communications with any other Party if prohibited from doing so by the Secretary of State or the Investment Security Unit.
- 3.8 Nothing in clauses 3.2 to 3.6 shall require a Party to disclose to or receive from any other Party any competitively sensitive information, national security-related information or business secrets. In order to comply with their respective obligations in clauses 3.2 to 3.6 the Buyer and the Seller will make arrangements for the provision of copies of relevant information, documents and communications to the other Party's external advisors on an external advisor only basis together with redacted versions excluding any such competitively sensitive information, national security-related information, or business secrets to the extent possible.
- 3.9 The Seller shall procure that GHUI shall prepare and certify a FCC Form 312, Main Form and Schedule A (the '**FCC Application**'). The Seller shall procure that GHUI will provide GHUI's US Regulatory Counsel with its FCC Registration Number ('**FRN**') and the password associated with its FRN, its Commission Registration System ('**CORES**') account number and password associated with its CORES account, and all information necessary for GHUI's US Regulatory Counsel to prepare and file the FCC Application and exhibits in tandem with Buyer's US Regulatory Counsel.
- 3.10 Should either the Buyer or the Seller become aware that circumstances have arisen that could reasonably be expected to result in any Condition not being satisfied prior to the Long Stop Date they shall, subject to clauses 3.7 and 3.8, promptly (and in any case within two Business Days after becoming aware) notify the other Party in writing.
- 3.11 The Buyer shall notify the Seller in writing within two Business Days after becoming aware that all of the Conditions have been fulfilled.
- 3.12 The Buyer and the Seller may by written agreement extend the Long Stop Date and, if so extended, the agreed extended date shall be the Long Stop Date for the purpose this Agreement.
- 3.13 If this Agreement lapses in accordance with clause 3.1, this Agreement shall cease to have any force or effect and the Parties shall have no further obligation or liability to each other except as may arise under:
 - (a) the accrued rights and obligations of the Parties at the Long Stop Date; and
 - (b) the Surviving Terms.

4 SALE AND PURCHASE OF THE UK TARGET SHARES

- 4.1 The Seller shall sell the UK Target Shares with full title guarantee and the Buyer shall buy the UK Target Shares on the terms and subject to the conditions of this Agreement.
- 4.2 The UK Target Shares to be sold by the Seller shall be sold free from any and all Encumbrances and with all rights attaching to them at Completion.
- 4.3 The Buyer shall not be obliged to complete the sale and purchase of any of the UK Target Shares unless the sale and purchase of all of the UK Target Shares is completed simultaneously in accordance with this Agreement.
- 4.4 The Seller unconditionally and irrevocably waives all rights and restrictions (including all rights of pre-emption) which may exist for its benefit under the articles of association of the UK Target or otherwise in respect of the UK Target Shares to be sold by them under this Agreement.

5 SALE AND PURCHASE OF THE US TARGET SHARES

Subject to Completion:

- 5.1 the Seller shall procure that GHUI signs the US Agreement and associated ancillaries to sell the US Target Shares to the Buyer, and
- 5.2 the Buyer shall buy the US Target Shares,
- on the terms and subject to the conditions of the US Agreement.
- 6 **CONSIDERATION**
- 6.1 The UK Consideration shall be the aggregate of:
- (a) the UK Target Estimated Consideration, as adjusted in accordance with clause 11 (*Adjustment to Estimated Consideration*); and
 - (b) an amount equal to the Insurance Amount ('**Additional Insurance Consideration**').
- 6.2 The UK Consideration shall be paid or satisfied:
- (a) by the Buyer procuring IM Inc. to issue the Consideration Shares to the Buyer in exchange for Buyer Units and the Buyer immediately thereafter transferring the Consideration Shares to the Seller, in each case in accordance with clause 6.4 and Part 4 of Schedule 3 (*Buyer's Obligations on Completion*);
 - (b) by the payment of the UK Completion Payment in cash to the Seller in accordance with clause 9.3 (*Completion*), with the UK Target Estimated Consideration to be adjusted in accordance with clause 11 (*Adjustment to Estimated Consideration*);
 - (c) by payment of the Escrow Amount in cash into the Escrow Account in accordance with clause 9.3 (*Completion*); and
 - (d) if and to the extent any Insurance Amount is received by the UK Target after Completion, by the payment of any Additional Insurance Consideration to a bank account nominated by the Seller in writing within 5 Business Days of receipt by the UK Target of each Insurance Amount.
- 6.3 Any payment made by the Seller under the Warranties or under the Tax Covenant or any other provision of this Agreement shall be treated as a reduction of the UK Consideration paid to the Seller to the fullest extent legally possible.
- 6.4 On the Completion Date, and as part of the satisfaction of the UK Consideration, the Buyer shall procure that IM Inc. issues the Consideration Shares to the Buyer in exchange for a number of Buyer Units equal to 960,649. Immediately following such issuance, the Buyer shall transfer the Consideration Shares to the Seller, with such Consideration Shares to be issued and held in uncertificated book-entry form on the books of IM Inc.'s transfer agent.
- 6.5 The Seller may, following Completion and subject to the Lock-Up Agreement and the provisions of clause 20 (*Lock-Up*), distribute IM Inc. Shares to a proposed Selling Stockholder only if all of the following conditions have been satisfied in respect of that distribution and that proposed transferee: (a) the Seller has given IM Inc. not less than 10 Business Days' prior written notice of the proposed distribution, identifying the proposed transferee and the number of IM Inc. Shares proposed to be transferred; (b) the proposed transferee has completed and delivered to IM Inc. a Selling Stockholder Questionnaire, a Registration Rights Joinder, a Lock-Up Agreement or Lock-Up Joinder, a Securities Law Certificate and a Selling Stockholder Indemnity, in each case in form and substance satisfactory to IM Inc.; (c) the proposed transferee has delivered to IM Inc. such tax forms (including IRS Forms W-9 or W-8, as applicable), beneficial ownership information and other documentation as IM Inc. may require; (d) IM Inc. and its counsel are reasonably satisfied that the distribution is exempt from registration under the Securities Act and that the proposed transferee is, immediately following the distribution, a non-U.S. Person (as defined in Regulation S) (unless IM Inc. has expressly approved the proposed transferee as a U.S. Person on the basis of an available exemption); and (e) the proposed distribution does not, in the reasonable judgment of IM Inc. or its counsel, give rise to any affiliate, statutory-underwriter, broker-dealer, Section 13, Section 16, Regulation M, exchange, FINRA, transfer-agent or other legal, regulatory or compliance concern. The Seller acknowledges that registration of the resale of any Registrable Securities pursuant to any Resale Registration Materials does not, and is not intended to, register, validate or cleanse any intermediate distribution by the Seller to any Selling Stockholder. No distribution shall be made by the Seller to a U.S. Person, or for the account or benefit of a U.S. Person, except with the prior written approval of IM Inc. and

on the basis of an exemption from registration that is satisfactory to IM Inc.'s counsel. For the avoidance of doubt, satisfaction of the conditions in this clause 6.5 shall not by itself permit any distribution during the Lock-Up Period unless IM Inc. has given prior written consent under clause 20.1, and no distribution of IM Inc. Shares shall impair the Buyer's rights under clause 17.2; each Selling Stockholder receiving IM Inc. Shares shall take those shares subject to the Buyer's rights under clause 17.2 and shall acknowledge those rights in the applicable Registration Rights Joinder, Lock-Up Agreement or Lock-Up Joinder and Selling Stockholder Indemnity.

7 EXCHANGE

7.1 On the date of this Agreement, the Seller shall do, or procure to be done, the things specified in Part 1 of Schedule 3 (*Exchange and Completion Obligations*) (in so far as they have not already been done).

7.2 On the date of this Agreement, the Buyer shall do, or procure to be done, the things specified in Part 2 of Schedule 3 (*Exchange and Completion Obligations*) (in so far as they have not already been done).

8 PRE-COMPLETION OBLIGATIONS

8.1 The Seller undertakes to and covenants with the Buyer in the terms set out in Schedule 7 (*Pre-Completion Obligations*).

8.2 The Seller shall:

- (a) use reasonable endeavours to procure that the written consent of the CoC Counterparty of the UK Target or the US Target (as the case may be) in connection with the sale and purchase of the UK Target Shares or US Target Shares (as applicable) is obtained under and in accordance with the relevant contract with the CoC Counterparty prior to Completion;
- (b) without prejudice to its obligations under clause 8.2(a), send a written request to each CoC Counterparty to request such written consent by no later than 5 Business Days following the date of this Agreement; and
- (c) no later than 5 Business Days following the date of this Agreement, send to British Telecommunications plc written notification of the entry by the Seller into this Agreement and the Seller's intention to sell the UK Target Shares to the Buyer.

8.3 The Seller shall (a) procure that, prior to Completion, Eric Khentingan, and (b) use reasonable endeavours to procure that each other Employee of the US Target who is involved in the development of Intellectual Property Rights, shall each execute an IP assignment and confidentiality agreement (in a form to be agreed), in each case of (a) and (b), pursuant to which such Employee assigns to the US Target all right, title and interest in and to any Intellectual Property Rights created, developed or conceived by such Employee in the course of his or her employment with, or engagement by, the US Target (each, an '**IP Assignment Agreement**').

8.4 Not later than 5 Business Days prior to the Completion Date, the Seller shall deliver to the Buyer the Estimated Completion Statement together with the relevant supporting schedule.

8.5 Not later than 5 Business Days prior to the Completion Date, the Seller shall deliver to the Buyer a draft of the Supplemental Disclosure Letter (if applicable).

8.6 With effect from the date of this Agreement until Completion, the Buyer and the Seller shall each (acting reasonably) co-operate with the other to agree the form of all Transaction Documents and/or any document to be delivered by each Party at Completion that are specified to be in a 'form to be agreed' (or a similar description), to the extent that any such documents are not in agreed form at the date of this Agreement.

8.7 The Seller shall use reasonable endeavours to ensure that the Buyer or the US Target can use the 'Comsat' name following Completion.

9 COMPLETION

9.1 The sale and purchase of the UK Target Shares shall be completed remotely on:

- (a) the first Quarter Date following all of the Conditions being satisfied provided that:
 - (i) if the last Condition is satisfied fewer than 10 Business Days prior to such Quarter Date, Completion shall take place in accordance with clause 9.1(b); or
 - (ii) if such Quarter Date is more than 25 Business Days following the last Condition being satisfied, Completion shall take place in accordance with clause 9.1(b); or
 - (b) in the event that the last Condition is satisfied:
 - (i) on or prior to the date being 10 Business Days before the end of the relevant calendar month, the last Business Day of the calendar month in which the last Condition is satisfied; or
 - (ii) after the date being 10 Business Days before the end of the relevant calendar month, the last Business Day of the calendar month immediately following the calendar month in which the last Condition is satisfied,
- or at such other place or time, or on such other date, as the Buyer and the Seller may agree in writing.
- 9.2 The Seller shall on Completion do, or procure to be done, the things specified in Part 3 of Schedule 3 (*Exchange and Completion Obligations*) (in so far as they have not already been done).
- 9.3 Following the performance of the Seller's obligations under clause 9.2, the Buyer shall on Completion do, or procure to be done the things specified in Part 4 of Schedule 3 (*Exchange and Completion Obligations*) (in so far as they have not already been done).
- 9.4 If the Seller fails to comply with its obligations under clause 9.2 on or before the date fixed for Completion (whether by clause 9.1 or by a notice given under clause 9.4(a) below), the Buyer may, without prejudice to any other rights or remedies which it may have under this Agreement and whether or not such failure amounts to a repudiatory breach:
- (a) by written notice to the other Parties, defer Completion to a place, time and date, being a Business Day not more than 15 Business Days after the date of the notice or such other date as is agreed in writing between the Buyer and the Seller, and the provisions of clauses 9.2 and 9.3 shall apply to Completion as so deferred; or
 - (b) subject to Completion having previously been deferred at least once pursuant to clause 9.4(a), by written notice to the Seller, terminate this Agreement, without liability on the part of the Buyer.
- 9.5 If the Buyer fails to comply with its obligations under clause 9.3 on or before the date fixed for Completion (whether by clause 9.1 or by a notice given under clause 9.5(a) below), the Seller may, without prejudice to any other rights or remedies which it may have under this Agreement and whether or not such failure amounts to a repudiatory breach:
- (a) by written notice to the other Parties, defer Completion to a place, time and date, being a Business Day not more than 15 Business Days after the date of the notice or such other date as is agreed in writing between the Buyer and the Seller, and the provisions of clauses 9.2 and 9.3 shall apply to Completion as so deferred; or
 - (b) subject to Completion having previously been deferred at least once pursuant to clause 9.5(a), by written notice to the Buyer, terminate this Agreement, without liability on the part of the Seller.
- 10 **POWER OF ATTORNEY**
- 10.1 The Seller appoints (with effect from Completion) the Buyer as its lawful attorney to act in its name and on its behalf in (in each case to the extent lawful) exercising, dealing with and (where appropriate) transferring to the Buyer in accordance with the terms of this Agreement all voting and other rights attaching to the UK Target Shares.
- 10.2 The power of attorney in this clause 10 is given by way of security for the obligations of the Seller as bare nominee of the UK Target Shares registered in its name and shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.

- 10.3 The appointment of the Buyer as each of the Seller's attorney under this clause 10 shall be effective as of the Completion Date and shall terminate on the Buyer being entered into the register of members as the holder of the UK Target Shares.
- 10.4 The Seller undertakes (with effect from Completion):
- (a) not to exercise any voting or other rights attaching to the UK Target Shares without the prior written consent of the Buyer;
 - (b) to act promptly in accordance with the Buyer's instructions concerning any lawful rights exercisable in relation to the UK Target Shares, or anything received in the Seller's capacity as the registered legal owner of the UK Target Shares; and
 - (c) to ratify all acts that the Buyer lawfully undertakes under the terms of the power of attorney contained in this clause 10.
- 10.5 The Buyer may delegate one or more of the powers conferred on the Buyer by this clause 10 to an officer or officers appointed for that purpose by the board of directors of Buyer, by resolution or otherwise.

11 ADJUSTMENT TO ESTIMATED CONSIDERATION

- 11.1 The Completion Accounts shall be prepared under and in accordance with Schedule 4 (*Completion Accounts*).
- 11.2 On the agreement or determination of the Completion Accounts and the amount of the UK Target Completion Cash, UK Target Completion Debt, UK Target Intra Company Debt and UK Target Completion Working Capital in accordance with Schedule 4 (*Completion Accounts*):

Working Capital adjustment

- (a) if the UK Target Completion Working Capital is an amount greater than the UK Target Estimated Working Capital, the Buyer shall pay to the Seller on a £ for £ basis the amount by which the UK Target Completion Working Capital exceeds the UK Target Estimated Working Capital (**'UK Target Completion Working Capital Excess'**);
- (b) if the UK Target Completion Working Capital is an amount less than the UK Target Estimated Working Capital, the Seller shall pay to the Buyer on a £ for £ basis the amount by which the UK Target Completion Working Capital is less than the UK Target Estimated Working Capital (**'UK Target Completion Working Capital Shortfall'**);

Cash adjustment

- (c) if the UK Target Completion Cash is an amount greater than the UK Target Estimated Cash, the Buyer shall pay to the Seller on a £ for £ basis the amount by which the UK Target Completion Cash exceeds the UK Target Estimated Cash (**'UK Target Completion Cash Excess'**);
- (d) if the UK Target Completion Cash is an amount less than the UK Target Estimated Cash, the Seller shall pay to the Buyer on a £ for £ basis the amount by which the UK Target Completion Cash is less than the UK Target Estimated Cash (**'UK Target Completion Cash Shortfall'**);

Debt adjustment

- (e) if the UK Target Completion Debt is an amount less than the UK Target Estimated Debt, the Buyer shall pay to the Seller on a £ for £ basis the amount by which the UK Target Completion Debt is less than the UK Target Estimated Debt (**'UK Target Completion Debt Decrease'**);
- (f) if the UK Target Completion Debt is an amount greater than the UK Target Estimated Debt, the Seller shall pay to the Buyer on a £ for £ basis the amount by which the UK Target Completion Debt is greater than the UK Target Estimated Debt (**'UK Target Completion Debt Increase'**);

Intra Company Debt Adjustment

- (g) if the UK Target Intra Company Debt is an amount less than the UK Target Estimated Intra Company Debt, the Buyer shall pay to the Seller on a £ for £ basis the amount by which the UK Target Intra Company Debt is less than the UK Target Estimated Intra Company Debt ('**UK Target Intra Company Debt Decrease**');
- (h) if the UK Target Intra Company Debt is an amount greater than the UK Target Estimated Intra Company Debt, the Seller shall pay to the Buyer on a £ for £ basis the amount by which the UK Target Intra Company Debt is greater than the UK Target Estimated Intra Company Debt ('**UK Target Intra Company Debt Increase**');

Working Capital, Cash and Debt

- (i) for the avoidance of doubt, if the amount of the:
 - (i) UK Target Completion Working Capital is an amount equal to the UK Target Estimated Working Capital no adjustment payment shall be due by either the Buyer or the Seller in respect of the UK Target Working Capital under this clause 11;
 - (ii) UK Target Completion Cash is an amount equal to the UK Target Estimated Cash, no adjustment payment shall be due by either the Buyer or the Seller in respect of the Cash under this clause 11;
 - (iii) UK Target Completion Debt is an amount equal to the UK Target Estimated Debt, no adjustment payment shall be due by either the Buyer or the Seller in respect of the Debt under this clause 11; and
 - (iv) UK Target Intra Company Debt is an amount equal to the UK Target Estimated Intra Company Debt, no adjustment payment shall be due by either the Buyer or the Seller in respect of the UK Target Intra Company Debt under this clause 11; and
 - (j) the sums (if any) that the Seller and/or the Buyer (as the case may be) is required to pay to the other in respect of the UK Target Completion Working Capital Excess, the UK Target Completion Working Capital Shortfall, the UK Target Completion Cash Excess, the UK Target Completion Cash Shortfall, the UK Target Completion Debt Decrease, the UK Target Completion Debt Increase, the UK Target Intra Company Debt Decrease, the UK Target Intra Company Debt Increase shall be aggregated and set-off against each other. Whichever of the Buyer or the Seller is left with any payment obligation under this clause 11.2(j) shall make payment in accordance with clause 11.3 or 11.4 (as applicable).
- 11.3 In the event that any payment is to be made by the Buyer under clause 11.2(j):
- (a) such payment shall, for the avoidance of doubt, be treated as an increase to the UK Target Estimated Consideration; and
 - (b) the Buyer shall pay such payment to the Seller, in accordance with clause 12.1(a) (*Payments*) within five Business Days of the agreement or determination of the Completion Statement as set out in Schedule 4 (*Completion Accounts*).
- 11.4 In the event that any payment is to be made by the Seller under clause 11.2(j):
- (a) such payment shall, for the avoidance of doubt, be treated as a decrease to the UK Target Estimated Consideration;
 - (b) the Seller shall pay such additional amount to the Buyer in accordance with clause 12.1(b) within five Business Days of the agreement or determination of the Completion Statement as set out in Schedule 4 (*Completion Accounts*).
- 11.5 If the UK Target Intra Company Debt:
- 11.5.1 is an amount greater than the UK Target Estimated Intra Company Debt, the Buyer shall procure that the UK Target pays to the Seller on a £ for £ basis the amount by which the UK Target Intra Company Debt is greater than the UK Target Estimated Intra Company Debt within five Business Days of the agreement or determination of the Completion Statement as set out in Schedule 4 (*Completion Accounts*); and

- 11.5.2 is an amount less than the UK Target Estimated Intra Company Debt, the Seller shall pay to the UK Target to such account as the UK Target may nominate by giving not less than two Business Days' written notice to the Seller on a £ for £ basis the amount by which the UK Target Intra Company Debt is less than the UK Target Estimated Intra Company Debt within five Business Days of the agreement or determination of the Completion Statement as set out in Schedule 4 (*Completion Accounts*).

12 PAYMENTS

- 12.1 Any payment to be made under this Agreement:

- (a) to the Seller (including pursuant to clause 11.5.1) shall be paid in cash by same day electronic transfer to the Seller's Solicitors' Client Account in favour of the Seller's Solicitors, who are irrevocably authorised by the Seller to accept the same and whose receipt shall be a good and valid discharge to the Buyer of its obligation to make such payment. The Buyer shall have no duty in connection with the manner in which the payment is allocated or to see that it is applied in any particular way;
- (b) to the Buyer shall be paid in cash by same day electronic transfer to such account as the Buyer may nominate by giving not less than two Business Days' written notice to the Seller. The receipt of any such payment by the Buyer will constitute a good and valid discharge of the Seller's obligation to make such payment; and
- (c) to the Escrow Account shall be paid in cash by same day electronic transfer to the Escrow Account.

13 WARRANTIES

- 13.1 The Seller warrants to the Buyer that each Fundamental Warranty is true and accurate as at the date of this Agreement.
- 13.2 The Seller warrants to the Buyer that, save as Disclosed, each of the Warranties (other than the Fundamental Warranties) is true and accurate as at the date of this Agreement.
- 13.3 The Warranties are deemed to be repeated on each day between the date of this Agreement and the Completion Date. Any reference to the date of this Agreement in a Warranty shall, for the purposes of the repetition of that Warranty, be deemed to be a reference to the date of repetition provided that the Seller shall be entitled to deliver the Supplemental Disclosure Letter with any disclosures that relate only to facts and circumstances that occur between the date of this Agreement and the Completion Date or in the case of a Warranty which is subject to the awareness of the Seller, to facts and circumstances which came to the knowledge of the Seller between the date of this Agreement and the Completion Date, in each case necessary to qualify the Warranties (other than the Fundamental Warranties).
- 13.4 The Warranties (other than the Fundamental Warranties) are given subject to matters Disclosed.
- 13.5 The Warranties are subject to the limitations and qualifications set out in Schedule 6 (*Seller's Protection*) to the extent provided in that Schedule.
- 13.6 Each of the Warranties is a separate warranty and shall not be restricted in its extent or application by the terms of any of the other Warranties or by any other term of this Agreement.
- 13.7 If at any time prior to Completion, the Seller becomes aware (and, for the purposes of this clause 13.7, clause 1.2(e) shall apply *mutatis mutandis* to determine if the Seller has become so aware) that:
- (a) a Fundamental Warranty has been breached, is untrue or misleading;
 - (b) a Warranty (other than a Fundamental Warranty) has been materially breached, is materially untrue or materially misleading,
- or has a reasonable expectation that any of those things might occur, the Seller shall as soon as is reasonably practicable (and, in any case, within five Business Days of the Seller so becoming aware, or if there are less than five Business Days between the date set for Completion in accordance with clause 9.1, within two Business Days of the Seller so becoming aware);

- (c) notify the Buyer in writing and with sufficient details to enable the Buyer to make an accurate assessment of the situation; and
 - (d) take any such reasonable action the Buyer may request to prevent or remedy the notified occurrence.
- 13.8 Save in the case of fraud, the Seller waives any claim that it may have against a Target Company or any of its employees, directors, agents or officers relating to any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by such person for the purpose of assisting the Seller to give any of the Warranties or the Tax Covenant or to prepare the Disclosure Letter or in agreeing any term of this Agreement. The Seller agrees that each Target Company and each such employee, director, agent or officer may enforce the benefit of the provisions of this clause 13.8 in his own name whether or not the Buyer is a party to the proceedings.
- 13.9 The Buyer warrants to the Seller as at the date of this Agreement that:
 - 13.9.1 it is a limited liability company duly organised, validly existing and in good standing under the Laws of the state of Delaware;
 - 13.9.2 it has all requisite power and authority and has taken all necessary action to enable it to enter into and perform its obligations under this Agreement and all other Transaction Documents entered into, or to be entered into, by it, and when executed, each of such agreements will constitute valid, binding and enforceable obligations of the Buyer in accordance with its terms;
 - 13.9.3 it has, and has procured that IM Inc. has, taken all necessary action to authorise the issuance of the Consideration Shares by IM Inc. to Buyer and the transfer of the Consideration Shares by Buyer to the Seller pursuant to clause 6.4; the Consideration Shares will, upon issuance pursuant to clause 6.4, be duly authorised, validly issued, fully paid and non-assessable under the laws of Delaware; and the issuance and transfer of the Consideration Shares will not conflict with or violate IM Inc.'s certificate of incorporation, bylaws, or any applicable Law;
 - 13.9.4 it does not require the consent or approval of any other person to enter into or perform its obligations under this Agreement or any other Transaction Document entered into, or to be entered into, by it (other than as contemplated under this Agreement), and its entry into and performance of each such agreement will not breach or constitute a default under its constitutional documents, any contract, agreement or instrument to which it is a party or applicable Law or any undertaking to or judgment, order, injunction or decree of any court or relevant Competent Authority binding on the Buyer;
 - 13.9.5 it is not engaged in any litigation or arbitration proceedings which might have an effect upon its capacity or ability to execute or perform its obligations under this Agreement or any other Transaction Document entered into, or to be entered into, by it, and no such legal or arbitration proceedings have been threatened against it;
 - 13.9.6 it is not insolvent, bankrupt or unable to pay its debts within the meaning of any applicable Laws which relate to the Buyer the Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the UK Completion Payment and any sum payable by the Buyer to the Seller pursuant to clause 11; and
 - 13.9.7 except for matters Disclosed, it has no actual knowledge (and for the purposes of this clause the knowledge of the Buyer shall be the actual knowledge of Pete McGrath, Tom Neimeyer, Anna Jones and/or Ramona Murphy) of any fact, matter or circumstance that might constitute a breach of any Warranty.

14 **TAX**

The provisions of Schedule 9 (*Tax Covenant*) shall have effect from Completion.

15 **INDEMNITIES**

- 15.1 The Seller shall indemnify the Buyer against any and all Losses suffered or incurred by the Buyer or any Target Company arising out of or in connection with:
 - (a) any defect in the implementation of the US Reorganisation (other than in respect of the LLC Conversion);

- (b) the employment claim against the UK Target by Ian Martin Jones or any related claim, demand, action, proceeding, investigation or complaint against any Target Company or the Buyer arising out of or in connection with the same circumstances as set out in the claim form and particulars of claim contained at documents 1.4.4.1 and 1.4.4.2 in the Data Room (the 'CEO Claim');
 - (c) subject to clause 15.2, any claim, demand, action, proceeding, investigation or complaint (whether individual, collective or representative) made or threatened in the 2 years following Completion by or on behalf of any current or former employee, worker or other individual engaged by the UK Target against the UK Target or the Buyer for entitlement to holiday pay under the Employment Rights Act 1996 and/or the Working Time Regulations 1998 and/or for breach of contract to the extent that entitlement (i) arises out of any failure by the UK Target to properly calculate holiday pay in accordance with the statutory and common law provisions applicable at the relevant time; and (ii) accrued (or is alleged to have accrued) on or before Completion; and
 - (d) any Environmental Claim relating to the Pre-Completion Remediation Activities (**Environmental Indemnity**).
- 15.2 The Buyer shall not (and shall procure that no member of its Group shall) voluntarily inform any Employee or former employee of the UK Target of any entitlement they may have against the UK Target in respect of the matter set out in clause 15.1(c) unless required by any applicable Law applying to the UK Target, save that the Buyer shall not be in breach of this clause 15.2 in the event that the UK Target changes its future policy (as from the date of Completion) in respect of the payment of holiday pay to comply with applicable Law applying to the UK Target.
- 15.3 As soon as reasonably practicable upon receipt by the Seller from the Buyer or UK Target of any CEO Claim Invoice (and in any event within 10 Business Days of such receipt), the Seller shall pay to the UK Target a sum equal to the sum (including VAT and disbursements) payable pursuant to that CEO Claim Invoice.
- 16 **RIGHT TO TERMINATE**
- 16.1 Without prejudice to any other right or remedy available to it and in addition to the rights conferred on it under clause 9.4(b) (*Completion*), the Buyer shall not be obliged to complete the purchase of the UK Target Shares and shall be entitled to terminate this Agreement by written notice to the Seller if on or before Completion:
- (a) the Buyer becomes aware of any breach of any of the Fundamental Warranties;
 - (b) there has been a Material Adverse Change;
 - (c) the Seller is in material breach of its obligations under clause 8.1 (*Pre-Completion Obligations*);
 - (d) the US Property Reports disclose any information which materially and adversely affects any US Property; or
 - (e) any CoC Counterparty indicates in writing that they do not consent to the change of control of the UK Target or the US Target (as applicable), or otherwise intend to terminate or materially vary their contractual arrangements with the UK Target or the US Target (as applicable), in connection with the sale and purchase of the Shares.
- 16.2 For the purposes of clause 16.1(c) a "material breach" shall mean a breach of the Seller's undertakings contained in clause 8.1 (*Pre-Completion Obligations*) which would entitle the Buyer to an amount in damages, following Completion, equal to or greater than £2,500,000 and for the purposes of clause 16.1(d) a "materially and adversely affects" means a matter which results in any (i) liability of, (ii) reduction in the value of; or (iii) any expenditure to be incurred by, the US Target which (in aggregate) exceeds £2,500,000.
- 16.3 If the Buyer elects to terminate this Agreement in accordance with clause 16.1, all rights and obligations of the Parties shall cease to have effect immediately upon termination except that termination shall not affect:
- (a) the accrued rights and obligations of the Parties at the date of termination; and

- (b) the continued existence and validity of this Agreement and the rights and obligations of the Parties set out in the Surviving Terms.

17 POST-COMPLETION OBLIGATIONS

- 17.1 The Seller and the Buyer shall comply with their obligations in relation to the preparation of the Completion Accounts in accordance with the provisions of Schedule 4 (*Completion Accounts*).
- 17.2 If, following completion of the procedures in clauses 18.1 to 18.3, there remains a Finally Determined Claim or portion thereof outstanding which has not been satisfied from the Escrow Amount, the Buyer shall have the right (but not the obligation) to require that the Seller transfers or forfeits such number of Consideration Shares as shall satisfy the outstanding Finally Determined Claim subject always to the provisions of Schedule 6, with such number of Consideration Shares to be transferred or forfeited to be calculated based on the closing price of such shares on the Business Day immediately prior to the date of such transfer or forfeiture. The Buyer and the Seller shall determine the precise legal mechanism to give effect to such transfer or forfeiture based on, amongst other things, tax advice at the time. This clause 17.2 is without prejudice to any other right or remedy that may be available to the Buyer. No distribution of IM Inc. Shares by the Seller under clause 6.5 shall impair, restrict or otherwise prejudice the Buyer's rights under this clause 17.2, and any Selling Stockholder receiving IM Inc. Shares shall take those shares subject to the Buyer's rights under this clause 17.2.
- 17.3 The Buyer agrees with the Seller that, for such time as Remko Bijtjes is an employee of the UK Target, he shall retain control and management of the conduct and progress of the BI Insurance Claim.
- 17.4 If, on or after Completion:
 - (a) any of the Options (or any other options replacing them) are exercised (or any other taxable event occurs in relation to such Options (or replacements) (including any surrender thereof)); or
 - (b) there is any disposal of (or other taxable event in relation to) any of the shares in the Seller held by Ian Martin Jones or Piran James Trezise (or any other shares which have been acquired in exchange for, or which (for tax purposes) relate to, those shares),

the Seller shall promptly notify the Buyer in writing of that fact, and the Seller shall provide to the Buyer such information as is reasonably requested by the Buyer to enable the UK Target to comply with any tax or reporting obligations it may have in relation thereto.
- 17.5 The Seller shall procure that GHUI is not voluntarily wound up or dissolved until after the US Purchase Price has been agreed or determined in accordance with the US Agreement and any sum payable by GHUI pursuant to Section 1.07 of the US Agreement (if any) has been paid.
- 17.6 For a period of 24 months following Completion, the Buyer shall procure that the Target Companies each provide to the Seller or GHUI such reasonable access to the information contained on the servers of the Target Companies relating to the Seller or GHUI as reasonably requested by the Seller or GHUI in writing on reasonable notice for the purposes of fulfilling any regulatory requirement of the Seller or GHUI.
- 17.7 For a period of 12 months following Completion, the Buyer agrees that Chris Faletra may assist GHUI on an informal basis, from time to time, provided that such assistance shall (i) not interfere with his duties to the US Target (ii) be provided at times and in a manner determined by Chris Faletra in his sole discretion, having regard to the priorities of the US Target, and (iii) the Buyer shall have no liability whatsoever in respect of any assistance so provided. For the avoidance of doubt, nothing in this clause shall create any obligation on the part of Buyer to provide or procure such assistance, and the US Target's operational requirements shall take priority at all times.

18 ESCROW ACCOUNT

- 18.1 Subject to payment of any Tax on interest earned on the Escrow Amount or any other Tax in respect of it for which the Escrow Bank is or may properly become liable and to payment of any bank or other charges or costs incurred in respect of the establishment or maintenance of the Escrow Account, the Buyer and the Seller shall apply the Escrow Amount as follows:
 - (a) in such manner as the Buyer and the Seller may from time to time jointly instruct in writing;

- (b) subject to the following provisions of this clause 18, to pay to the Buyer as soon as reasonably practicable (and in any event within five Business Days) any amount due to it from the Seller in relation to any Excluded Claim or Indemnity Claim or, if less, the Escrow Amount then standing to the credit of the Escrow Account where either:
 - (i) notice of the Excluded Claim or Indemnity Claim (as applicable) setting out in reasonable detail the nature of the Excluded Claim or Indemnity Claim (as applicable) and amount claimed shall have been served by the Buyer on the Seller and the Seller shall have not given notice to the Buyer rejecting liability for the Excluded Claim or Indemnity Claim (as applicable) within 15 Business Days after the date on which such notice is served on the Seller; or
 - (ii) the Excluded Claim or Indemnity Claim (as applicable) is a Finally Determined Claim.
- 18.2 On the Escrow Release Date (or, if such date is not a Business Day, the first Business Day after) any part of the Escrow Amount which then remains after any applications under clause 18.1 shall be released to the Seller provided that if, prior to such date, the Buyer shall have notified to the Seller any Excluded Claim or Indemnity Claim which is not a Finally Determined Claim ("**Outstanding Claim**"), there shall be kept in the Escrow Account an amount equal to the Estimated Liability pending determination or agreement of the Outstanding Claim, and clause 18.1 shall continue to apply in relation to the amount so kept. Any balance of the Escrow Account remaining after all Outstanding Claims become Finally Determined Claims shall be released to the Seller within five Business Days of such determination.
- 18.3 If the Buyer and the Seller shall not have reached agreement as to the amount of the Estimated Liability within 20 Business Days of the date on which notice setting out in reasonable detail the nature of the Excluded Claim or Indemnity Claim (as applicable) and the amount claimed is served by the Buyer on the Seller, the matter in dispute (being (for the avoidance of doubt) the calculation of the relevant Estimated Liability) may be referred by either the Buyer or the Seller to an independent counsel of appropriate experience and standing to be appointed jointly by the Buyer and the Seller (or in default of agreement within five Business Days of any proposal for the appointment of such counsel by the Chairman for the time being of the Council of the Bar ("**Counsel**") on the application of either the Buyer or the Seller); and the decision of such Counsel (who shall be deemed to be acting as an expert and not as an arbitrator) shall be final and binding on the Parties in the absence of manifest error or fraud and the costs of such reference shall be paid by the Buyer and the Seller in such proportions as such Counsel shall determine. The Buyer and the Seller must instruct the Counsel to issue their determination in respect of the Estimated Liability within the period of 15 Business Days beginning on the date on which they accept their appointment (or such other period as the Buyer and the Seller may agree with the Counsel).
- 18.4 The interest earned on the Escrow Amount shall follow the principal amounts, so that upon any payment under clause 18.1 the Buyer shall be entitled to the interest earned in respect of the principal amount from Completion to the date of such payment (calculated on a pro rata basis and net of any Tax required by Law to be deducted from it).
- 18.5 Notwithstanding any other provision of this clause 18, if the Seller fails to pay any sum due to the Buyer under clause 11.4(b) (*Adjustment to Estimated Consideration*), the Buyer shall have the right but not the obligation to satisfy such payment by payment out of the Escrow Amount.
- 18.6 Each of the Buyer and the Seller undertakes to the other to ensure that all rights in and to the Escrow Amount remain free of Encumbrances except as provided by this clause 18 or implied by Law.
- 18.7 The provisions of this clause 18 or the payment of any part of the Escrow Amount in accordance with the provisions of this clause 18 whether to the Buyer or to the Seller shall not prejudice or affect any other rights or remedies of the Buyer under the terms of this Agreement or any other Transaction Document (including, for the avoidance of doubt, the right of the Buyer to bring an Excluded Claim or Indemnity Claim directly against the Seller).
- 18.8 Any payments made from the Escrow Account to the Buyer shall be treated as a reduction of the UK Consideration to the fullest extent legally possible.
- 18.9 The Buyer and Seller agree to give such instructions to the Escrow Bank such as to effect the provisions of this clause 18.

19 REGISTRATION RIGHTS

- 19.1 IM Inc. shall, as soon as practicable after the date hereof, file a registration statement, or amend an existing shelf registration previously filed by IM Inc., under the Securities Act to permit the public resale of all the Registrable Securities by the Seller and any Selling Stockholder from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar rule adopted by the SEC then in effect) and shall use commercially reasonable efforts to cause such registration statement to become or be declared effective as soon as practicable after the filing thereof, including by filing an automatic shelf registration statement that becomes effective upon filing with the SEC, but in any event prior to the Registration Effectiveness Date. Following the effective date of the Shelf Registration Statement, the Company shall promptly notify the Holders of the effectiveness of such Registration Statement.
- 19.2 IM Inc. shall have no obligation to include the Seller or any proposed Selling Stockholder in any Resale Registration Materials unless and until that person has provided to IM Inc.: (a) a completed Selling Stockholder Questionnaire; (b) a Securities Law Certificate; (c) a Registration Rights Joinder; (d) a Lock-Up Agreement or Lock-Up Joinder; and (e) a Selling Stockholder Indemnity.
- 19.3 The Buyer shall bear the first £75,000 of Registration Expenses. Any Registration Expenses in excess of £75,000 shall be borne by IM Inc. Each of the Seller and each Selling Stockholder shall bear all Selling Expenses applicable to it.
- 19.4 During any Suspension Period, the Seller shall, and shall cause each Selling Stockholder to, immediately cease all sales and transfers using or relying on any Resale Registration Materials. The Seller shall, and shall cause each Selling Stockholder to, keep the existence and content of any suspension notice strictly confidential.
- 19.5 Without limiting clause **Error! Reference source not found.** or clause 19.8, if the SEC Staff, FINRA, any exchange, the transfer agent or IM Inc.'s counsel indicates that any Selling Stockholder, any number of Registrable Securities, any plan of distribution, any timing or any other element of any Resale Registration Materials should be modified, excluded, reduced, withdrawn or delayed (including to avoid recharacterisation as a primary offering, to address statutory-underwriter, broker-dealer, affiliate, Regulation M, SEC Staff, exchange or FINRA concerns), IM Inc. may make, or require to be made, such modifications, exclusions, reductions, withdrawals or delays without any breach of, or liability under, this Agreement.
- 19.6 Nothing in this clause 19 shall be construed to require IM Inc. to facilitate, enable or support any underwritten offering, marketed offering, bought deal, block trade, roadshow, investor presentation, comfort letter, negative assurance letter, auditor participation, opinion of counsel to brokers, due diligence session, transfer-agent opinion (other than as IM Inc. elects) or other sale-facilitation support. For the avoidance of doubt, IM Inc.'s obligations under this clause 19 are limited to the filing, maintenance and availability of a resale shelf registration statement and do not require any underwritten, marketed, bought-deal or block-trade offering of any kind.
- 19.7 The Seller shall, and shall cause each Selling Stockholder to (severally as to itself), indemnify and hold harmless each Indemnified Person from and against all Losses arising out of or based upon: (a) any information provided, or caused to be provided, by the Seller or any Selling Stockholder, including in any Selling Stockholder Questionnaire, beneficial ownership disclosure, plan-of-distribution disclosure or Securities Law Certificate; (b) any failure to update or correct any such information; (c) any breach by the Seller or any Selling Stockholder of any securities-law covenant, transfer restriction or information undertaking; or (d) any selling-holder communications. The Seller's and each Selling Stockholder's obligations under this clause **Error! Reference source not found.** cover all related SEC, FINRA and exchange inquiries, transfer-agent expenses, investigations, legal fees, settlement costs, judgments, claims, proceedings and corrective filings. No cap, threshold, basket, de minimis amount, time limit, limitation on liability or other restriction set out in Schedule 6, the Disclosure Letter or elsewhere in this Agreement shall apply to any indemnity or other obligation under this clause **Error! Reference source not found.**, including any Losses arising from fraud, bad faith, intentional misconduct, knowing misstatement, willful omission, failure to update, breach of transfer restrictions or breach of any securities-law covenant. The indemnity in this clause 19.7 is given by the Seller in its own right and is without prejudice to, and in addition to, any Selling Stockholder Indemnity executed and delivered by any Selling Stockholder pursuant to clause 6.5.
- 19.8 The rights of the Seller and any Selling Stockholder under this clause 19 may not be assigned, transferred or otherwise disposed of, except: (a) with the prior written consent of IM Inc.; or (b) in connection with a transfer of IM Inc. Shares that complies with clause 6.5 and where the transferee

has executed and delivered to IM Inc. all documents required by clauses 6.5 and 19(including a Registration Rights Joinder, a Selling Stockholder Questionnaire, a Securities Law Certificate, a Lock-Up Agreement or Lock-Up Joinder and a Selling Stockholder Indemnity) and has been approved for inclusion in the Resale Registration Materials by IM Inc.

- 19.9 The rights and obligations under this clause 19 (other than rights and obligations that by their terms survive) shall terminate automatically with respect to any shares at the time those shares cease to be Registrable Securities.

20 LOCK-UP

- 20.1 During the Lock-Up Period, the Seller shall not, and shall procure that each Selling Stockholder shall not, directly or indirectly: (a) offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, pledge, hypothecate, hedge (including by entering into any swap, derivative, or other arrangement that transfers to another person, in whole or in part, any of the economic consequences of ownership of the IM Inc. Shares), encumber, or otherwise transfer or dispose of any IM Inc. Shares or any securities convertible into or exercisable or exchangeable for IM Inc. Shares; or (b) publicly disclose the intention to do any of the foregoing, without the prior written consent of IM Inc. (which may be withheld in its absolute discretion).

- 20.2 The Seller shall not distribute any IM Inc. Shares to any Selling Stockholder unless and until all conditions to such distribution set out in clause 6.5 have been satisfied in full.

- 20.3 The Seller acknowledges, and shall cause each Selling Stockholder to acknowledge, that the IM Inc. Shares shall bear a legend in substantially the following form until the restrictions set out in this clause 20 and applicable securities laws no longer apply: "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS. THE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF UNLESS REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IN ADDITION, THE SHARES ARE SUBJECT TO A LOCK-UP RESTRICTION AND MAY NOT BE TRANSFERRED, SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF DURING THE LOCK-UP PERIOD (AS DEFINED IN THE SHARE PURCHASE AGREEMENT DATED [●] 2026) WITHOUT THE PRIOR WRITTEN CONSENT OF INTUITIVE MACHINES, INC." Additionally, the legend on any IM Inc. Shares shall be removed if the Lock-Up Period has expired and (i) such shares are sold pursuant to an effective registration statement, (ii) a registration statement covering the resale of such shares is effective under the Securities Act, (iii) if such shares may be sold by the holder thereof free of restrictions pursuant to Rule 144(b) under the Securities Act or (iv) such shares are being sold, assigned or otherwise transferred pursuant to Rule 144 under the Securities Act. IM Inc. and the Buyer shall cooperate with the applicable holder of the IM Inc. Shares to effect removal of the legend on such shares pursuant to this clause 20.3 as soon as reasonably practicable after delivery of notice from such holder that the conditions to removal are satisfied. IM Inc. and the Buyer shall bear all direct costs and expenses associated with the removal of a legend pursuant to this clause 20.3.

- 20.4 IM Inc. is hereby authorised to deliver stop-transfer instructions to its transfer agent and registrar in respect of the IM Inc. Shares during the Lock-Up Period and for so long as any applicable securities-law restriction on transfer remains in force.

- 20.5 The Seller shall, at or prior to Completion, execute and deliver to IM Inc. a Lock-Up Agreement in the form to be agreed.

- 20.6 For the avoidance of doubt, the filing, effectiveness, or availability for use of any Resale Registration Materials shall not waive, amend, terminate, suspend, shorten, or otherwise release the Lock-Up Period or any other restriction on transfer or sale set out in this Agreement, in any Lock-Up Agreement, Lock-Up Joinder, Securities Law Certificate, or Registration Rights Joinder, or under applicable securities laws.

- 20.7 Without limiting the foregoing, the Seller acknowledges, and shall cause each Selling Stockholder to acknowledge, that the IM Inc. Shares (whether represented by certificate or held in book-entry form, including any positions held through the facilities of DTC) may bear, or be subject to a notation in substantially the form of, the following additional legends or restrictions, in addition to any legend set out elsewhere in this clause 20: a Regulation S legend, to the extent applicable, stating that the relevant IM Inc. Shares were transferred in a transaction intended to be exempt from registration

under the Securities Act pursuant to Regulation S and may not be offered, sold, pledged, or otherwise transferred within the United States or to, or for the account or benefit of, a U.S. Person (as defined in Regulation S) except pursuant to an effective registration statement under the Securities Act or an available exemption from registration.

21 SECURITIES LAW REPRESENTATIVE, COVENANTS AND INDEMNITIES

- 21.1 The representations, warranties, covenants, undertakings, and indemnities set out in this clause 21 are given by the Seller, and shall be procured by the Seller from each Selling Stockholder, directly and in favour of IM Inc. and the Buyer. They (a) are not qualified by, or subject to, the Disclosure Letter; (b) are not subject to Schedule 6 (*Seller's Protection*) or any other limitation on liability, threshold, basket, de minimis amount, cap, time limit, or other limitation set out in this Agreement; (c) are not covered by, and are not subject to, the W&I Policy or any other warranty and indemnity insurance arrangement; (d) survive Completion and the termination of this Agreement indefinitely (or for the longest period permitted by applicable law); and (e) are enforceable directly by IM Inc. and the Buyer and by each Indemnified Person against the Seller and the relevant Selling Stockholder.
- 21.2 The Seller is acquiring the Consideration Shares for its own account or for onward distribution to the Selling Stockholders strictly in compliance with clause 6.5, and not with a view to, or for sale in connection with, any distribution of the Consideration Shares in violation of the Securities Act or any other applicable securities law.
- 21.3 The Seller is not, and (unless fully disclosed in writing to, and approved in writing by, IM Inc. before any relevant distribution under clause 6.5) no Selling Stockholder is, a U.S. Person (as defined in Regulation S under the Securities Act), and neither the Seller nor any Selling Stockholder is acquiring the Consideration Shares for the account or benefit of any U.S. Person. No transfer of any IM Inc. Shares to a U.S. Person, or for the account or benefit of a U.S. Person, shall be made pursuant to clause 6.5 unless: (a) IM Inc. has consented in writing to such transfer; (b) IM Inc.'s counsel is satisfied that a valid exemption from registration under the Securities Act is available; and (c) the transferee has executed all documents required under clause 6.5.
- 21.4 The Seller shall, and shall procure that each Selling Stockholder shall, comply in all respects with Regulation S, Rule 144, Section 4(a)(1), Section 4(a)(2), or such other exemption from registration under the Securities Act on which the Seller or such Selling Stockholder purports to rely, including all applicable conditions to availability of such exemption and any conditions that IM Inc. or IM Inc.'s counsel may identify in writing as necessary or appropriate. The foregoing is without prejudice to any sale of Registrable Securities by a Selling Stockholder pursuant to effective or otherwise available Resale Registration Materials in accordance with this Agreement (including the plan of distribution set out therein, the prospectus delivery requirements and any Suspension Period, blackout, or other restriction notified by IM Inc. or imposed by applicable law).
- 21.5 Neither the Seller, nor any Selling Stockholder, nor any person acting on behalf of the Seller or any Selling Stockholder, has engaged or will engage in any "directed selling efforts" (within the meaning of Regulation S under the Securities Act) in respect of the IM Inc. Shares, and no offer or sale of the IM Inc. Shares has been or will be made by means of any general solicitation or general advertising within the meaning of Regulation D under the Securities Act in violation of the Securities Act.
- 21.6 No hedging transaction, swap, derivative, short sale, option, or similar arrangement involving the IM Inc. Shares has been, is being, or will be entered into by the Seller, any Selling Stockholder, or any of their respective affiliates or representatives in violation of the Securities Act, the Exchange Act, Regulation M, applicable insider-trading laws, or the Lock-Up Period.
- 21.7 Neither the Seller nor any Selling Stockholder (a) is a broker-dealer or an affiliate (within the meaning of Rule 144 under the Securities Act) of a broker-dealer; (b) is an "affiliate" (within the meaning of Rule 144 under the Securities Act) of IM Inc.; (c) is a statutory underwriter, or has agreed or arranged to act as a statutory underwriter or conduit, in respect of any distribution of the IM Inc. Shares by IM Inc.; or (d) is otherwise acting as a conduit for IM Inc. in connection with any distribution of the IM Inc. Shares, except, in each case, as has been fully disclosed in writing to, and accepted in writing by, IM Inc.
- 21.8 Other than as expressly contemplated by this Agreement and the Resale Registration Materials, neither the Seller nor any Selling Stockholder has entered into, or is bound by, any arrangement, agreement, plan, contract, understanding, or commitment (whether written or oral, formal or informal, binding or non-binding) with any person regarding the offer, sale, distribution, pledge, transfer, or other disposition of any of the IM Inc. Shares.

- 21.9 All information furnished, or caused to be furnished, by the Seller or any Selling Stockholder to IM Inc., the Buyer, IM Inc.'s counsel, the transfer agent, or any other person in connection with the Resale Registration Materials, any Selling Stockholder Questionnaire, any Securities Law Certificate, any Registration Rights Joinder, any Lock-Up Agreement or Lock-Up Joinder, any Selling Stockholder Indemnity, or otherwise in connection with the matters contemplated by clauses 6.4, 6.5, 19, 20, and this clause 21, is, and at each relevant filing, supplement, amendment, or use will be, true, complete, accurate, and not misleading in all respects, and does not, and will not, contain any untrue statement of a material fact or omit to state any material fact required to make the statements therein not misleading. The Seller shall, and shall procure that each Selling Stockholder shall, promptly notify IM Inc. in writing of any change in, or any inaccuracy in, or any need to update or supplement, any such information, and shall cooperate with IM Inc. in respect of any corrective, supplemental, or updating action that IM Inc. determines to take.
- 21.10 The Seller shall, and shall procure that each Selling Stockholder shall, comply in all respects with Regulation M under the Exchange Act, all applicable insider-trading laws, the Lock-Up Period, any Suspension Period, and all transfer restrictions, stop-transfer instructions, and related requirements applicable to the IM Inc. Shares.
- 21.11 The Seller shall indemnify and hold harmless each Indemnified Person on demand from and against any and all Losses arising out of, in connection with, or based upon any breach or alleged breach of any representation, warranty, covenant, undertaking, or indemnity given by the Seller or any Selling Stockholder in this clause 21. None of the limitations, caps, baskets, thresholds, de minimis amounts, time limits, or other restrictions set out in Schedule 6, the Disclosure Letter, or elsewhere in this Agreement shall apply to the foregoing indemnity.
- 21.12 The Seller shall procure that each Selling Stockholder executes and delivers, at or before the time it becomes a Selling Stockholder, a Selling Stockholder Indemnity in the form to be agreed, providing, directly to IM Inc., the Buyer, and the other Indemnified Persons, an indemnity on terms substantially equivalent to those set out in this clause 21 in respect of such Selling Stockholder's own breaches.
- 21.13 The Seller acknowledges, and shall procure that each Selling Stockholder acknowledges, that damages alone may not be an adequate remedy for any breach or threatened breach of this clause 21, clause 19, or clause 20, and that IM Inc., the Buyer, and the other Indemnified Persons shall be entitled to seek injunctive relief, specific performance, and other equitable remedies, in addition to any other remedy available at law or in equity. Notwithstanding clause 38 (*Governing Law and Jurisdiction*), IM Inc., the Buyer and each other Indemnified Person shall be entitled to seek any injunctive, specific-performance, equitable, transfer-agent, stop-transfer, securities-law-compliance or related interim, provisional or other relief in respect of any actual or threatened breach of clause 21, clause 19, or clause 20, or of any Lock-Up Agreement, Lock-Up Joinder, Registration Rights Joinder, Securities Law Certificate, Selling Stockholder Indemnity, transfer-agent instruction letter or related restriction, in any court of competent jurisdiction in the State of Delaware and the U.S. District Courts sitting therein), and the Seller shall, and shall procure that each Selling Stockholder shall, irrevocably submit to the jurisdiction of any such court for these purposes.

22 RESTRICTIVE COVENANTS

- 22.1 The Seller undertakes to the Buyer that it shall and shall procure that each of its Connected Persons shall, comply fully with the provisions of Schedule 8 (*Restrictive Covenants*).
- 22.2 The Seller confirms and acknowledges that it has received legal advice as to the meaning and effect of the restrictions contained in Schedule 8 (*Restrictive Covenants*) and is entering into this Agreement with the benefit of that advice.
- 22.3 The Seller acknowledges that it considers that each of the restrictions contained in Schedule 8 (*Restrictive Covenants*) are reasonable and are necessary for the protection of the goodwill, know how, technical and confidential information of each Target Company but if any such restriction shall be void or voidable but would be valid and enforceable if some part or parts of it were deleted, such restriction shall apply with such modification as may be necessary to make it valid and enforceable.
- 22.4 Without prejudice to any other rights or remedies that the Buyer may have, the Seller acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of this clause 22 by the Seller. Accordingly, the Buyer shall be entitled, subject to applicable Laws, to apply for the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 19.

23 **SERVICE OF NOTICES**

23.1 Any notice or other communication to be given or served under or in connection with this Agreement shall be in writing and must be:

- (a) delivered by hand or courier;
- (b) sent by ordinary first class (or airmail in the case of notices to or from any country outside the United Kingdom), special delivery or recorded delivery post (in each case, pre-paid); or
- (c) sent by email,

to the Party due to receive the notice at the following addresses:

- (i) to the Seller at its registered office from time to time marked for the attention of Kenn Herskind, with a copy (which shall not constitute notice) to the Seller's Solicitors marked for the attention of Adam McGiveron and Emma Bryant and by email to Adam.McGiveron@penningtonslaw.com and Emma.Bryant@penningtonslaw.com;
- (ii) in the case of the Buyer, at its registered office from time to time marked for the attention of General Counsel of Intuitive Machines, Inc. and by email to ajones@intuitivemachines.com with a copy to the Buyer's Solicitors (which shall not constitute notice) marked for the attention of Mike Young and by email to MYoung@ReedSmith.com
- (iii) in the case of IM Inc., to its registered office at 13467 Columbia Shuttle Street, Houston, TX 77059, marked for the attention of General Counsel, Intuitive Machines, Inc. and by email to ajones@intuitivemachines.com, with a copy to IM Inc.'s U.S. securities counsel, Reed Smith LLP, at 599 Lexington Avenue, New York, NY 10022, marked for the attention of Lynwood Reinhardt and by email to LReinhardt@ReedSmith.com (which copy shall not constitute notice), in each case in respect of any matter arising under clauses 6.4, 6.5, 19, 20 or 21, any Resale Registration Materials, any Lock-Up Agreement, Lock-Up Joinder, Registration Rights Joinder, Securities Law Certificate, Selling Stockholder Indemnity or transfer-agent instruction letter, any suspension or blackout notice, any expense reimbursement claim, any indemnity claim under clause **Error! Reference source not found.** or clause 21, or any other matter relating to the IM Inc. Shares,

or at such other address or email address as may previously by notice given in accordance with this clause have been specified by that Party.

23.2 A notice is deemed to be given or served:

- (a) if delivered by hand or by courier, at the time it is left at the address;
- (b) if sent by pre-paid post (whether ordinary first class, special delivery or recorded delivery), on the second Business Day after posting;
- (c) if sent by airmail on the fifth Business Day after posting; and
- (d) if sent by email, at the time it was sent (subject to no notice of non-delivery being received by the sender).

23.3 In the case of a notice delivered by hand or courier or sent by email, where this occurs after 5:30 p.m. on a Business Day, or on a day which is not a Business Day, the date of service shall be deemed to be the next Business Day.

24 **CONFIDENTIALITY**

24.1 The Seller undertakes to the Buyer that it shall, and shall procure that each of its Connected Persons shall:

- (a) keep confidential the terms of this Agreement and all confidential information or trade secrets in its possession concerning the business, affairs, customers, clients or suppliers of any Target Company, the Buyer and any other member of the Buyer Group provided to it by or on behalf

of such other Party in connection with this Agreement or in the performance of their employment or engagement with a Target Company;

- (b) not disclose any of the information referred to in clause 24.1(a) in whole or in part to any person except as expressly permitted by this clause 24; and
- (c) not make any use of any of the information referred in clause 24.1(a), other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement.

24.2 The Buyer undertakes to the Seller that it shall:

- (a) keep confidential the terms of this Agreement and all confidential information or trade secrets in its possession concerning the business, affairs, customers, clients or suppliers of any of the Seller provided to it by or on behalf of such other Party in connection with this Agreement;
- (b) not disclose any of the information referred to in clause 24.2(a) in whole or in part to any person, except as expressly permitted by this clause 24; and
- (c) not make any use of any of the information referred to in clause 24.2(a), other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement and any of the other Transaction Documents.

24.3 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as imposing on the Buyer an obligation to keep confidential, or restrict the Buyer's or any other member of the Buyer Group's use after Completion, of any information relating to any Target Company.

24.4 Notwithstanding any other provision of this Agreement, no Party shall be obliged to keep confidential or to restrict such Party's use of any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or any person to whom it has disclosed the information in accordance with clause 24.5(a) in breach of this Agreement); or
- (b) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information and where such person has not received the information as a direct or indirect result of a breach of any confidentiality obligations in this clause 24.

24.5 Each Party may disclose any information that it is otherwise required to keep confidential under this clause 24:

- (a) to those of such Party's employees, officers, consultants, representatives or advisers (or those of any member of the Buyer Group) who need to know such information to enable them to advise on this Agreement, or to facilitate the Transaction, provided that the Party making the disclosure informs the recipient of the confidential nature of the information before disclosure and procures that each recipient shall, in relation to any such information disclosed to him or it (as the case may be), comply with the obligations set out in this clause 24 as if they were that Party. The Party making a disclosure under this clause 24.5(a) shall, at all times, be liable for the failure of such Party's recipients to comply with the obligations set out in this clause 24; or
- (b) in the case of the Buyer only, to a proposed transferee of the Shares (or any of them or any shares in any Target Company or the business of any Target Company) for the purpose of enabling the proposed transferee to evaluate the proposed transfer; or
- (c) in the case of the Buyer only, to any member of the Buyer's Group or to any investor or potential investor in the Buyer's Group and their respective advisers, employees, officers or representatives; or
- (d) in the case of the Buyer (and any other member of the Buyer Group) only, to any provider of finance or potential provider of finance or any potential co-investor in any Target Company or its business or to any insurer or potential insurer or insurance broker of the Buyer or of any

Target Company and their respective advisers, employees, officers, representatives or consultants; or

- (e) with the prior consent in writing of, in the case of the Buyer, the Seller and, in the case of the Seller, the Buyer; or
- (f) to confirm that the Transaction has taken place, or the date of the Transaction (but without otherwise revealing any other terms of the Transaction or making any other announcement unless such announcement is agreed in accordance with clause 25 (*Announcements*)); or
- (g) to the extent that the disclosure is required or requested by any Tax Authority or is required to make any filing with, or obtain any authorisation from, any Tax Authority;
- (h) to the extent that the disclosure is required:
 - (i) by the Laws of any jurisdiction to which that Party is subject; or
 - (ii) by an order of any Competent Authority; or
 - (iii) to make any filing with, or obtain any authorisation from, a Competent Authority; or
 - (iv) to protect that Party's interest in any legal proceedings,

provided that in each case (and to the extent it is legally permitted to do so) the Party making the disclosure gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 24, such Party takes into account (so far as is reasonably practicable) the reasonable requests of the other Party in relation to the content of such disclosure.

- 24.6 Without prejudice to any other rights or remedies that a Party may have, each of the Parties acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 24 by the other Parties. Accordingly, the non-breaching Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 24.

25 ANNOUNCEMENTS

Save as provided in clause 24 (*Confidentiality*), no announcement of the sale and purchase of the Shares under this Agreement shall be made by any Party without the consent of, in the case of the Buyer the Seller and in the case of the Seller, the Buyer, except in the agreed form.

26 COSTS

Except as otherwise provided in this Agreement, the Parties shall pay their own costs and expenses in connection with and incidental to this Agreement.

27 CURRENCY CONVERSION

Any payment to be made under this Agreement shall, unless otherwise specified to the contrary or agreed in advance by the payee, be paid in Pounds Sterling and to the extent necessary any other currency shall be converted into Pounds Sterling at the Conversion Rate prevailing on the day immediately preceding the date on which payment is due or, where the payment is to be made in respect of any claim for any breach of this Agreement, at the Conversion Rate prevailing on the date on which the relevant parties agree that the payment is to be made or on the relevant judgment date.

28 GROSSING UP

- 28.1 All sums payable under this Agreement shall be paid without deduction or withholding, except as may be required by Law. Subject to clause 33.1 below, if any deduction or withholding is required by Law to be made from any sums payable by the Seller, the Seller shall pay such sum as will, after such deduction or withholding, leave the recipient with the same amount to which it would have been entitled in the absence of the requirement to make a deduction or withholding. Since the Seller will be supplying IRS Form W-8BEN-E, which will claim exemption from US withholding tax under the US-UK Income Tax Treaty for withholding tax on interest, the Buyer does not anticipate withholding tax. Nonetheless, if the Buyer may intend to withhold tax, the Buyer will give the Seller five days

advance notice and permit the Seller to supply any needed forms or documents that may reduce or eliminate such withholding tax.

- 28.2 Subject to clause 33.1 below, if any sum payable by the Seller under this Agreement is subject to Tax in the hands of the recipient or would have been subject to such Tax but for any Relief available to the recipient, the Seller shall pay on demand to the recipient such additional amount as will, after such Tax and any Tax paid on the additional amount, leave the recipient with the amount which it would have received if that sum had not been subject to Tax (and assuming no Relief were available).

29 ENTIRE AGREEMENT

- 29.1 This Agreement together with the other Transaction Documents constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Agreement.

- 29.2 Each of the Parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a Party or not) other than as expressly incorporated in this Agreement or another Transaction Document.

- 29.3 Nothing contained in this Agreement shall be read or construed as excluding any liability or remedy as a result of fraud.

- 29.4 Without limiting the generality of the foregoing, each of the Parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether a Party or not) and upon which it has relied in entering into this Agreement.

30 WAIVER

- 30.1 The exercise, or partial exercise, of or any delay or omission in exercising any right conferred by this Agreement on any Party shall not constitute a waiver of that or any other right or remedy available to that Party nor, subject to the time limits for making claims set out in Schedule 6 (*Seller's Protection*), affect the right to exercise that right or remedy at a later time and the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

- 30.2 Any waiver of any term or condition of this Agreement, any breach of any term or condition of this Agreement or any right or remedy arising under this Agreement or at law must be in writing and signed by the person granting the waiver.

31 EFFECT OF COMPLETION

The Warranties, and all other provisions of this Agreement insofar as they have not been performed at Completion, shall not be extinguished or affected by and shall remain in full force and effect notwithstanding Completion.

32 THIRD PARTY RIGHTS

- 32.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a Party, except:

- (a) IM Inc., the Buyer and each other Indemnified Person, each of whom shall be entitled directly to enforce, and to claim the benefit of, any right, remedy, indemnity, expense reimbursement, covenant, undertaking, representation, warranty, transfer restriction, stop-transfer instruction, equitable remedy or other provision of this Agreement expressed or intended to operate in its favour (including, without limitation, clauses 6.4, 6.5, 19, 20, 21, , 26 and 37 (insofar as relating to the Carved-Out Securities Matters or any matter arising under any of the foregoing clauses), Schedule 6 (in respect of the Carved-Out Securities Matters), and any Lock-Up Agreement, Lock-Up Joinder, Registration Rights Joinder, Securities Law Certificate, Selling Stockholder Indemnity or transfer-agent instruction letter delivered to IM Inc. or the Buyer);
- (b) any other member of the Buyer Group upon which this Agreement expressly confers a right or a benefit;

- (c) any person having rights under clause 13.8 (*Warranties*); and
- (d) to the extent, if any, that any other provision of this Agreement otherwise expressly confers a benefit on another person.

32.2 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated without the consent of such person.

32.3 The Buyer shall have the right to enforce the benefit of this Agreement on behalf of each other member of the Buyer Group and any person referred to in clause 13.8 (*Warranties*).

33 **ASSIGNMENT**

33.1 This Agreement is personal to the Parties and accordingly no Party may assign or grant any Encumbrance over any of its rights under this Agreement except that the Buyer may assign in whole or in part the benefit of this Agreement to:

- (a) any member of the Buyer Group (provided that if such assignee ceases to be a member of the Buyer Group the benefit of this Agreement shall be deemed automatically by that fact to have been re-transferred to the Buyer immediately before the assignee ceases to be a member of the Buyer Group); or
- (b) any financial institution by way of security for the borrowings of the Buyer Group,

and any such assignee may enforce any right or benefit assigned to it as if it had been named as the Buyer in this Agreement, and may recover as if it had acquired the Shares for the consideration and on the other terms of this Agreement and had sustained all diminutions of value, losses and expenses in consequence of such acquisition as would have been sustained by the Buyer and any subsequent holder of the Shares, including itself, as if they were all one entity which had kept the ownership of the Shares throughout provided that the liability of any Party to any such assignee (including, for the avoidance of doubt, any liability of the Seller under clauses 28.1 and 28.2 above) shall not be greater than it would have been to the Buyer had such an assignment not taken place, and all the rights, benefits and protections afforded to a Party shall continue to apply to the benefit of that Party as against the assignee as they would have applied as against the assignor. Any purported assignment or the purported grant of any Encumbrance in contravention of this clause shall be ineffective.

34 **VARIATION**

Any variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

35 **SEVERANCE**

If any provision of this Agreement is held by a Competent Authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

36 **FURTHER ASSURANCE**

The Seller shall, from time to time and at all times after the Completion Date at its own cost and expense upon request by the Buyer, do all such acts and execute all such documents as the Buyer may reasonably require for the purposes of vesting the full legal and beneficial ownership of the Shares in the Buyer (or such person as it shall direct).

37 **COUNTERPARTS**

37.1 This Agreement may be executed and delivered in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

37.2 Delivery of a counterpart may be effected in hard copy or in electronic form (by email or other electronic means).

38 GOVERNING LAW AND JURISDICTION

- 38.1 This Agreement and any dispute or claim (whether contractual or otherwise) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 38.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.
- 38.3 Each Party irrevocably waives any objection it might have to the courts of England and Wales being nominated as the forum to hear and decide any proceedings brought before it and to settle any dispute which may arise out of or in any way in connection with this Agreement and agrees not to claim that the courts of England and Wales are not a convenient or appropriate forum for these purposes.
- 38.4 Notwithstanding the foregoing sub-clauses of this clause 38, IM Inc., the Buyer and each other Indemnified Person shall be entitled to seek any injunctive, specific-performance, equitable, transfer-restriction, stop-transfer, transfer-agent, DTC-related, securities-law-compliance, lock-up-enforcement or related interim, provisional or other relief in respect of any actual or threatened breach by the Seller or any Selling Stockholder of clauses 6.4, 6.5, 19, 20 or 21, or of any Lock-Up Agreement, Lock-Up Joinder, Registration Rights Joinder, Securities Law Certificate, Selling Stockholder Indemnity, transfer-agent instruction letter or other restriction relating to the IM Inc. Shares or U.S. securities-law compliance, in any court of competent jurisdiction in the State of Delaware and the U.S. District Courts sitting therein). Nothing in this clause 38.4 limits the exclusive jurisdiction of the courts of England and Wales over any dispute arising out of, or in connection with, this Agreement other than for the purpose of obtaining the relief described in this clause 38.4.

IN WITNESS of which this Agreement has been executed as a deed and delivered by the Parties on the date appearing on the first page.

**SCHEDULE 1
THE TARGET COMPANIES**

**PART 1
THE UK TARGET**

1	Name	:	Goonhilly Earth Station Limited
2	Registered number	:	06896077
3	Registered office	:	Goonhilly Satellite Earth Station, Goonhilly Downs, Helston, Cornwall, TR12 6LQ
4	Date and place of incorporation	:	Registered in England and Wales on 5 May 2009
5	Issued share capital	:	£34,262.20 divided into 70,625 A ordinary shares of £0.01 each, 16,875 B ordinary shares of £0.01 each, 47,069 C ordinary shares of £0.01 each and 3,291,651 D ordinary shares of £0.01 each
6	Registered and beneficial shareholders	:	Goonhilly Holdings Limited
7	Directors	:	Remko Peter Bijtjes Andrew Damian Robert Binding Matthew Cosby Kenn Herskind Jorgensen David Laurence Keighley Piran James Trezise
8	Secretary	:	Kenn Herskind Jorgensen
9	Auditors	:	Bishop Fleming LLP
10	Accounting reference date	:	31 May

PART 2
THE US TARGET

1	Name	:	Goonhilly Inc.
2	Registered number	:	7322287
3	Primary office	:	2120 River Road, Southbury, CT 06488
4	Registered Agent	:	The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801
5	Date and place of incorporation	:	Incorporated in Delaware on 28 February 2023
6	Issued share capital	:	1,000 of common stock, par value \$0.001 per share
7	Registered and beneficial shareholder	:	Goonhilly Holdings USA Inc.
8	Director	:	Christopher Faletra
9	President/CEO	:	Christopher Faletra
10	Auditors	:	Bishop Fleming LLP
11	Accounting reference date	:	31 May

**SCHEDULE 2
REAL PROPERTY**

UK Properties

1. Land and buildings at Goonhilly Earth Station, Goonhilly Downs, Helston, Cornwall TR12 6LQ comprising the lease dated 21 January 2014 made between British Telecommunications plc (1) and Goonhilly Earth Station Limited (2) and which is registered at HM Land Registry under title number CL304866 on 24 October 2024 as at 16:12:32.
2. Rooms G007, G008, G009 and G010 Building A1, Codey Technology Park, Ively Road, Farnborough, Hampshire GU14 0LX comprising the lease dated 19 February 2025 made between (1) Phoenix Core Propco Limited and (2) the UK Target.

US Properties

California Site – 7600 Pine Grove Road, Santa Paula, CA 93060

All land, improvements and buildings (together with such easements, rights, interests and appurtenances related to the foregoing) conveyed to Goonhilly Holdings USA Inc. pursuant to that Grant Deed dated October 25, 2023 and recorded on November 7, 2023 as Document Number 2023000073719 in the Public Records of Ventura County, California and described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA PAULA, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 19, PAGES 17 TO 19 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL OIL, PETROLEUM AND OTHER MINERAL AND HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND.

BY INSTRUMENTS RECORDED JULY 31, 1975 IN BOOK 4439, PAGE 773, BOOK 4439 PAGE 775 AND BOOK 4439, PAGE 777, ALL OF OFFICIAL RECORDS, EXECUTED BY ELEANOR LOUISE MANNING, SECURITY PACIFIC NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE WILL OF EVE H. BOYER, DECEASED AND HAROLD C. BOYER, JR., RESPECTIVELY, QUITCLAIMED ALL OF THEIR UNDIVIDED RIGHT TO ENTER FROM THE SURFACE ON, AND INCIDENTAL DEVELOPMENT RIGHTS OVER, OR WITHIN 500 FEET OF, THE SURFACE OF THE LAND DESCRIBED HEREIN, WHICH ARE A PORTION OF THE RIGHTS RESERVED IN THE DEEDS FROM J.N. CARPENTER AND WIFE, RECORDED IN BOOK 113, PAGE 595 OF DEEDS, IN BOOK 116, PAGE 242 OF DEEDS, IN BOOK 128, PAGE 197 OF DEEDS, IN BOOK 146, PAGE 285 OF DEEDS, AND IN BOOK 150, PAGE 56 OF DEEDS, PROVIDED, HOWEVER, THAT THIS SHALL NOT PRECLUDE REMOVAL BY THE GRANTOR, ITS ASSIGNS, HEIRS OR SUCCESSORS, OF OIL OR GAS FROM THE SAID REAL PROPERTY SO LONG AS THE EXTRACTION PROCESS IS FROM REAL PROPERTY OTHER THAN THAT QUITCLAIMED HEREBY ON WHICH SURFACE RIGHTS ARE RETAINED BY THE GRANTOR AND COMSAT GENERAL CORPORATION BY ACCEPTANCE OF THIS QUITCLAIMED DEED WILL NOT OBJECT TO SUCH REMOVAL SO LONG AS IT WILL CAUSE NO INTERFERENCE WITH OR OBSTRUCTION OF GRANTEE'S USE OF THE SUBJECT REAL PROPERTY FOR SATELLITE COMMUNICATIONS EARTH STATIONS.

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES FOR SATELLITE COMMUNICATIONS EARTH STATIONS AND RELATED PURPOSES OR SUCH OTHER USE ONLY AS THE PARTIES MAY AGREE, OVER, ACROSS, ALONG, UPON AND UNDER THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS PART 1 AND PART 2 AS FOLLOWS:

PART 1:

THAT PORTION OF PARCEL 3 OF THE MEARS RANCHO IN SECTION 27, TOWNSHIP 4 NORTH, RANGE 21 WEST, SAN BERNARDINO MERIDIAN AS PER MAP RECORDED IN BOOK 5, PAGE 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF VENTURA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID MEARS RANCHO, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 3 OF SAID MEARS RANCHO;

THENCE NORTH 16°43'00"WEST 495.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE,

1ST: NORTHERLY ALONG SAID RANCHO LINE NORTH 16°43'00"WEST 45 FEET;

THENCE LEAVING SAID RANCHO LINE IN A NORTHEASTERLY DIRECTION,

2ND: NORTH 72°44'41"EAST 82.81 FEET; THENCE

3RD: NORTH 62°50'00"EAST 678.60 FEET; THENCE

4TH: SOUTH 26°57'46"EAST 40 FEET; THENCE

5TH: SOUTH 62°50'00"WEST 708.03 FEET TO THE WESTERLY PARCEL LINE OF PARCEL A AS SHOWN ON MAP RECORDED IN BOOK 14, PAGE 92 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE ALONG LAST MENTIONED PARCEL LINE,

6TH: NORTH 31°10'00"WEST 10.02 FEET TO A 1-INCH PIPE SET PER LAST MENTIONED PARCEL MAP;

THENCE,

7TH: SOUTH 62°50'00"WEST 59.46 FEET TO THE TRUE POINT OF BEGINNING.

PART 2:

A TRIANGULARLY SHAPED EASEMENT BEGINNING AT THE TERMINUS OF THE ABOVE MENTIONED 4TH COURSE BEARING SOUTH 26° 57 '46"EAST 40 FEET OF PARCEL 1; THENCE, 1ST: SOUTH 26° 57 '46"EAST 25 FEET; THENCE, 2ND: NORTH 77° 16 '43"WEST 38.98 FEET; THENCE, 3RD: NORTH 62° 50 '00"EAST 30 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR A PIPELINE AND APPURTENANCES THERETO OVER, ACROSS, ALONG, UPON AND UNDER THE LAND REFERRED TO AS "GRANTOR'S RETAINED PROPERTY" DESCRIBED IN "ATTACHMENT A" TO THE DEED FROM W.D. WIGLEY AND JANE S. WIGLEY, HUSBAND AND WIFE, TO COMSAT GENERAL CORPORATION, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, WHICH RECORDED JULY 31, 1975 IN BOOK 4439, PAGE 779 OF OFFICIAL RECORDS, SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN SAID INSTRUMENT.

APN: 040-0-100-265 & 040-0-100-295

AND

All rights under that certain License Agreement dated May 14, 1974 between the County of Ventura and COMSAT General Corporation

Connecticut Site - 2120 River Road, Southbury, CT 06488

All land, improvements and buildings (together with such easements, rights, interests and appurtenances related to the foregoing) conveyed to Goonhilly Holdings USA Inc. pursuant to that Special Warranty Deed dated October 25, 2023 and recorded on November 2, 2023 as Instrument Number 2023-2990 in Book 764, Page 28 of the Land Records of the Town of Southbury, Connecticut and described as follows:

All that certain piece or parcel of land in the Town of Southbury, County of New Haven, State of Connecticut shown as PARCEL A, AREA TO BE DEEDED TO COMSAT, INC. 428,772 SF, 9.843 AC and PARCEL B N/F COMSAT, INC. 275,901 SF, 6.334 AC MAP REFERENCE 5B shown on map entitled "Lot Line Revision Map Prepared For COMSAT, INC. River Road Southbury, Connecticut January 8, 2019 SCALE 1" =50' SHEET 1 OF 1" recorded as map 4521 of the Southbury Land Records.

Together with rights, easements, and conditions as set forth in deeds dated January 9, 1974 and recorded in Volume 117 at Page 758, dated May 16, 1974 and recorded in Volume 119 at Page 627, and dated January 11, 2002 and recorded in Volume 395 at Page 27 of the Southbury Land Records.

**SCHEDULE 3
EXCHANGE AND COMPLETION OBLIGATIONS**

**PART 1
SELLER'S OBLIGATIONS ON EXCHANGE**

- 1 The Seller shall deliver to the Buyer to the Buyer's reasonable satisfaction
 - 1.1 the Disclosure Letter duly executed by the Seller; and
 - 1.2 a copy of the minutes of the board of directors of the Seller approving this Agreement, the Disclosure Letter, and any other documents to be entered into and/or delivered by the Seller on executing this Agreement or on Completion and the authorisation of the execution of such documents by the person or persons executing them on behalf of the Seller.
- 2 The Seller may deliver the items specified in paragraph 1 of Part 1 of this Schedule 3 to the Buyer's Solicitors, whose receipt shall be a sufficient discharge to the Seller and the Seller shall have no duty to see that any items delivered to the Buyer's Solicitors is applied in any particular way.

**PART 2
BUYER'S OBLIGATIONS ON EXCHANGE**

- 1 The Buyer shall deliver to the Seller:
 - 1.1 the Disclosure Letter duly executed by the Buyer;
 - 1.2 evidence that the W&I Policy has been inceptioned together with a copy of the W&I Policy Extract; and
 - 1.3 a copy of the minutes of the board of directors of the Buyer approving this Agreement, the Disclosure Letter, and any other documents to be entered into and/or delivered by the Buyer on executing this Agreement or on Completion and the authorisation of the execution of such documents by the person or persons executing them on behalf of the Buyer.
- 2 The Buyer may deliver the items specified in paragraph 1 of Part 2 of this Schedule 3 to the Seller's Solicitors, whose receipt shall be a sufficient discharge to the Buyer and the Buyer shall have no duty to see that any items delivered to the Seller's Solicitors is applied in any particular way.

**PART 3
SELLER'S OBLIGATIONS ON COMPLETION**

- 1 The Seller shall procure that a board meeting of the UK Target is held at which resolutions are passed to do all of the following:
 - 1.1 approve the following appointments and resignations with respect to the UK Target:
 - (a) Kenn Herskind Jorgensen, Andrew Binding and Remko Bijtjes resign as directors;
 - (b) such persons as is nominated in writing by the Buyer to the Seller by no later than five Business Days prior to Completion are appointed as directors;
 - (c) Kenn Herskind Jorgensen resigns as company secretary;
 - (d) such person as is nominated in writing by the Buyer to the Seller by no later than five Business Days prior to Completion is appointed as company secretary;

- 1.2 with respect to the operation of each bank account of the UK Target such changes are made to the mandates as the Buyer may require;
- 1.3 the registration of the Buyer or its nominee as the holder of the UK Target Shares is approved (subject only to properly stamped transfers being lodged for registration);
- 1.1 such change is made to the UK Target's accounting reference date as the Buyer may require; and
- 1.2 such change is made to the UK Target 's registered office as the Buyer may require.
- 2 The Seller shall procure that all monies owing at Completion (other than the UK Target Estimated Intra Company Debt) to, or by, the UK Target by, or to the Seller or any Connected Person of the Seller or any of Ian Martin Jones (save in respect of the CEO Claim), Peter Kendal Hargreaves, Rosemary Jane Hargreaves or Michelmores Trust Corporation Limited is repaid in full.
- 3 The Seller shall deliver to the Buyer to the Buyer's reasonable satisfaction:
 - 3.1 the US Agreement, duly executed by the parties to it other than the Buyer;
 - 3.2 transfers of the UK Target Shares in agreed form duly executed by the registered holder(s) in favour of the Buyer (or such other person as it may nominate);
 - 3.3 the certificates for the UK Target Shares or an indemnity in agreed form for any lost certificates;
 - 3.4 to the extent in the possession or control of the Seller or the UK Target, the certificate of incorporation, any certificates of incorporation on change of name and common seal (if any) of each Target Company;
 - 3.5 the statutory books (including minute books) of the UK Target duly written up to the time of Completion;
 - 3.6 a copy of signed minutes in the form to be agreed recording the implementation of the matters specified in paragraph 1 of this Schedule 3 and authorising the execution of all documents to be entered into by the UK Target under this Agreement and the performance by it of its obligations under this Agreement;
 - 3.7 in relation to the UK Target, its security code and authentication code with the Registrar of Companies to allow for filing of documents via the internet (Web Filing);
 - 3.8 any power of attorney under which any document to be delivered under this Schedule has been executed;
 - 3.9 in the case of every director or secretary of the UK Target Company resigning in accordance with paragraph 1.1 of this Part 3, a copy of his written resignation and an acknowledgement by deed in the form to be agreed that he has no claim against the UK Target for compensation for loss of office or for the termination of his employment or otherwise;
 - 3.10 a letter in the form to be agreed duly executed by the Seller confirming that it has ceased to be a registrable person for the purposes of section 790C of the Companies Act 2006;
 - 3.11 a copy of the Leases relating to the UK Property;
 - 3.12 a certificate from the relevant bank showing the balance standing to the credit or debit of each bank account maintained by the UK Target at the close of business on the last Business Day before Completion;

- 3.13 all cheque books and all registration and access details (including usernames and passwords) in current use in respect of all bank accounts maintained by the UK Target;
- 3.14 all registration and access details (including usernames and passwords) in respect of the IT Systems and any other digital assets, services and systems used by the UK Target or in the operation of the business of the UK Target (including domain names, social media accounts, mobile applications, Google or other web analytics accounts and adsales systems) together with any other information providing administrative control over any such assets, services and systems;
- 3.15 such evidence as the Buyer may reasonably require to show the release (where applicable) of all guarantees or other security given by the UK Target in respect of the liabilities or obligations of the Seller or any Connected Person of the Seller, or of any other person;
- 3.16 such evidence as the Buyer may reasonably request to show that all such repayments as are referred to at paragraph 2 have been made and that there are no outstanding or continuing arrangements between such parties;
- 3.17 an acknowledgement by deed in the form to be agreed that the Seller nor any Connected Person of the Seller (excluding Ian Jones) nor any of Peter Kendal Hargreaves, Rosemary Jane Hargreaves or Michelmores Trust Corporation Limited has any claim against any Target Company and that there is no agreement or arrangement under which any the UK Target has any actual, contingent or prospective obligation to any such person;
- 3.18 a properly completed (i) IRS Form W-9 from GHUI certifying that it is not subject to US federal backup withholding taxes, and (ii) IRS Form W-8BEN-E from the Seller, in each case, duly executed and dated as of or prior to the Completion Date (but no more than 15 days prior to the Completion Date);
- 3.19 such evidence, in substance satisfactory to the Buyer, of the proper filing of the Disregarded Entity Election, including true, correct, and complete copies of the filed Disregarded Entity Election;
- 3.20 the UK Target Deed of Release and the Seller Deed of Release duly executed by the parties thereto, together with duly executed form MR04s and form DS1 in respect of same;
- 3.21 a shareholders' resolution of the Seller approving the change of its name to a name which does not include 'Goonhilly';
- 3.22 to the extent not already delivered, the documents in relation to the US Reorganisation as set out in clause 3.1(c) duly executed;
- 3.23 the Hydrogen Lease, duly executed by the Seller together with (to the extent needed) the consent of British Telecommunications plc pursuant to entry 3 of the Proprietorship Register of title CL304866;
- 3.24 evidence that any outstanding balance due to United Rentals Inc. in relation to the US Target's financing of a "2013 Skyjack SJ6AJ Boom" has been repaid prior to Completion;
- 3.25 in relation to paragraph 3.24, evidence that any UCC filings against the US Target related to the United Rentals Inc. arrangement is terminated;
- 3.26 evidence that all insurance policies under which the UK Target and the US Target are insured as at the date of this Agreement will have been renewed for a further 12 month term;
- 3.27 duly executed retention agreement in the form to be agreed between the US Target and Chris Faletra;
- 3.28 copy of an IP Assignment Agreement executed by Eric Khentingan;

- 3.29 a duly executed Lock-Up Agreement of the Seller in the form to be agreed;
- 3.30 a duly executed Registration Rights Joinder of the Seller in the form to be agreed;
- 3.31 a duly executed Securities Law Certificate of the Seller in the form to be agreed;
- 3.32 a duly executed Selling Stockholder Indemnity of the Seller in the form to be agreed (and, in respect of any initial Selling Stockholders proposed at or before Completion, a duly executed Selling Stockholder Indemnity from each such initial Selling Stockholder in the form to be agreed);
- 3.33 a completed Selling Stockholder Questionnaire of the Seller (and, in respect of any initial Selling Stockholders proposed at or before Completion, a completed Selling Stockholder Questionnaire from each such initial Selling Stockholder);
- 3.34 an initial list of any proposed Selling Stockholders, identifying each by name, jurisdiction of residence or organisation, address and contact information, and identifying the number of IM Inc. Shares proposed to be transferred to each;
- 3.35 duly executed Lock-Up Joinders of each such initial Selling Stockholder in the form to be agreed;
- 3.36 such tax forms (including IRS Forms W-9 and W-8 (as applicable), Form 6166 (where requested) and any CRS forms reasonably required by IM Inc.) of the Seller and each such initial Selling Stockholder;
- 3.37 beneficial ownership information of the Seller and each such initial Selling Stockholder, in the form and detail reasonably required by IM Inc. or IM Inc.'s counsel;
- 3.38 such additional evidence, opinions, certificates, representations and supporting documentation as IM Inc. or IM Inc.'s counsel may reasonably require in connection with any analysis of the availability of any exemption from registration under the Securities Act in respect of the transfer of the Consideration Shares to the Seller and any onward distribution under clause 6.5;
- 3.39 duly executed retention agreement in the form to be agreed between the UK Target and each of Kenn Herskind, Remko Bijtjes, Matt Cosby, David Keighley and Piran Trezise;
- 3.40 to the extent procured in accordance with clause 8.2, copies of the written consent of each CoC Counterparty to the change of control of the UK Target in connection with the sale and purchase of the Shares;
- 3.41 duly executed copies of each IP Assignment Agreement executed in accordance with clause 8.3;
- 3.42 in respect of the accounting period ending on 31 May 2025, the audited consolidated accounts of the Seller, GHUI and the Target Companies, including the statement of financial position as at 31 May 2025 and the income statement for the accounting period ended on 31 May 2025 and related notes to the accounts as required by law and applicable accounting standards, as prepared under section 398 or section 399 of CA 2006;
- 3.43 the Escrow Agreement duly executed by the Seller; and
- 3.44 the Supplemental Disclosure Letter duly executed by the Seller.
- 4 The Seller may deliver the items specified in paragraph 3 to the Buyer's Solicitors, whose receipt shall be a sufficient discharge to the Seller and the Seller shall have no duty to see that any items delivered to the Buyer's Solicitors is applied in any particular way.

PART 4
BUYER'S OBLIGATIONS ON COMPLETION

- 1 The Buyer shall:
 - (a) pay the UK Completion Payment in cash to the Seller in accordance with clause 12.1(a) (*Payments*);
 - (b) pay the Escrow Amount into the Escrow Account in accordance with clause 12.1(c) (*Payments*);
 - (c) procure that IM Inc. issues the Consideration Shares to the Buyer in exchange for Buyer Units in accordance with clause 6.4, and that the Buyer immediately thereafter transfers the Consideration Shares to the Seller in accordance with clause 6.4;
 - (d) procure the repayment by the UK Target of the UK Target Estimated Intra Company Debt by way of payment of the UK Target Estimated Intra Company Debt to the Seller's Solicitors' Client Account; and
- 1.2 deliver to the Seller:
 - (a) evidence of IM Inc.'s issuance of the Consideration Shares to the Buyer and the Buyer's transfer of the Consideration Shares to the Seller, including a copy of the relevant stock ledger, stock issuance records or transfer-agent records of IM Inc. and the Buyer's transfer instruction, each certified as correct by an authorised officer of the Buyer;
 - (b) evidence reasonably satisfactory to the Seller that the Consideration Shares have been recorded in book-entry form on the books of IM Inc.'s transfer agent in the name of the Seller (or its nominee or DTC participant, as the Seller may direct) and bear (or are subject to a notation of) the restrictive legends required by clause 20 and applicable law;
 - (c) a copy of the instructions, in form reasonably acceptable to Seller, delivered by IM Inc. to its transfer agent and registrar (and, where applicable, to DTC) confirming the imposition of stop-transfer instructions in respect of the IM Inc. Shares;
 - (d) an officer's certificate of IM Inc., dated the Completion Date and signed by a duly authorised officer of IM Inc., certifying as to: (i) the resolutions of the board of directors of IM Inc. (or a duly authorised committee thereof or duly authorised officers acting under delegated authority) authorising the issuance and transfer of the Consideration Shares; and (ii) the incumbency and signatures of the officers of IM Inc. executing any related certificates, instruction letters or other documents;
 - (e) copies of any required exchange or transfer-agent confirmations (or evidence that no such confirmation is required) in respect of the issuance and transfer of the Consideration Shares;
 - (f) a letter from the Buyer confirming that it will become a registrable relevant legal entity (within the meaning of section 790C of the Companies Act 2006) in relation to the UK Target, and confirming the required particulars under section 790K of the Companies Act 2006 for the purposes of updating the UK Target's People with Significant Control register;
 - (g) the Hydrogen Lease, duly executed by the UK Target;
 - (h) the US Agreement;
 - (i) the Escrow Agreement duly executed by the Buyer; and
 - (j) the Supplemental Disclosure Letter duly executed by the Buyer.

- 2 The Buyer may deliver the items specified under paragraph 1.2 to the Seller's Solicitors, whose receipt shall be a sufficient discharge to the Buyer and the Buyer shall have no duty to see that any items delivered to the Seller's Solicitors is applied in any particular way.

SCHEDULE 4 COMPLETION ACCOUNTS

PART 1 INTERPRETATION

1 In this Schedule:

'Completion Accounts' means the accounts of the UK Target as at the close of business on the Completion Date prepared in accordance with Part 2 and Part 3 of this Schedule 4 and using the same methodology, calculations and assumptions as used to prepare the example Completion Accounts attached as Annex 2;

'Completion Statement' means the statement of the UK Target Completion Cash, UK Target Completion Debt, the UK Target Intra Company Debt and UK Target Completion Working Capital, derived or produced from the Completion Accounts in the form of the pro-forma Completion Statement attached as Annex 1;

'Disputed Items' means the matters or items in the draft Completion Accounts and/or the Completion Statement delivered under paragraph 2 of Part 4 of this Schedule 4 that are disputed by the Seller and referenced in the Seller notice served under paragraph 3 of Part 4 of this Schedule 4;

'UK Target Completion Cash' means the amount of Cash in respect of the UK Target as at the close of business on the Completion Date calculated by reference to the Completion Statement;

'UK Target Completion Debt' means the amount of Debt in respect of the UK Target as at the close of business on the Completion Date calculated by reference to the Completion Statement;

'UK Target Completion Working Capital' means the Working Capital in respect of the UK Target as at the close of business on the Completion Date calculated by reference to the Completion Statement and, for the avoidance of doubt the UK Target Completion Working Capital may be a negative number; and

'Working Capital' means (a) all current assets (excluding Cash (and, for the avoidance of doubt, Restricted Cash, which shall not form part of Working Capital) and deferred tax), minus (b) all current liabilities (excluding Debt), of the UK Target calculated in accordance with Part 2 of this Schedule 4 (and using only the line items shown in the Completion Statement). For the avoidance of doubt, UK Target Completion Working Capital shall not include amounts that are included in UK Target Completion Debt or UK Target Completion Cash.

PART 2 FORM

1 The Completion Accounts shall be in the form of the pro forma Completion Accounts attached as Annex 2.

2 The Completion Accounts shall be prepared in accordance with:

2.1 the specific accounting principles, bases, conventions, rules and estimation techniques set out in Part 3;

2.2 to the extent not provided for by the specific accounting principles, bases, conventions, rules and estimation techniques in Part 3, applying the same accounting standards, principles, policies and practices (with consistent classifications, judgements, valuation and estimation techniques) that were used in the preparation of the Accounts; and

- 2.3 to the extent not covered in paragraphs 2.1 and 2.2, the Accounting Standards in force as at the Completion Date.

PART 3 SPECIFIC ACCOUNTING POLICIES

- 1 In preparing the Completion Accounts:
 - 1.1 no provision shall be made for any deferred tax asset or deferred tax liability;
 - 1.2 deferred income shall be included as Working Capital.
 - 1.3 corporation tax included within the definition of Debt, shall be calculated as if an accounting period of the UK Target had ended at the close of business on the Completion Date;
 - 1.4 indirect taxes, such as PAYE, National Insurance and VAT, should be treated as Working Capital when arising in the ordinary course of trading and accrued up to the date of Completion on a basis consistent with the normal accounting policies and processes;
 - 1.5 notwithstanding paragraph 1.4 of Part 3, any amounts in respect of indirect taxes shall be excluded from Working Capital and treated as Debt to the extent that they are overdue for payment as at Completion or are liabilities arising out of disputes with tax authorities, investigations or assessments, including penalties, interest or fines;
 - 1.6 any tax liabilities arising as a result of the entry into, and granting of, the Hydrogen Lease shall be treated as Debt;
 - 1.7 any cash received by the UK Target before Completion pursuant to the claim(s) by the UK Target for repairs and replacement under the Master Package Insurance Policy with Chubb European Group SE, policy number UKINTC94813 in relation to the fire at Antenna 6 at the UK Property on 5 October 2025 shall be excluded from the calculation of Cash. If any amounts are included as a receivable in other debtors, this will be excluded from the calculation of Working Capital. For the avoidance of doubt, any sums received by the UK Target pursuant to the BI Insurance Claim before Completion shall be included in the calculation of Cash; and
 - 1.8 such other policies agreed between the Seller and Buyer in writing between the date of this Agreement and Completion.

PART 4 PREPARATION

- 1 The Buyer shall procure that a draft of the Completion Accounts and the Completion Statement are prepared in accordance with this Schedule 4 as soon as practicable after Completion and in any event within 90 Business Days of the Completion Date.
- 2 The Buyer shall as soon as reasonably practicable after the draft Completion Accounts have been prepared deliver a copy to the Seller together with the Completion Statement and such working papers as are necessary or appropriate to understand and verify them.
- 3 The Seller shall within 30 Business Days of receipt of the draft Completion Accounts, the Completion Statement and working papers referred to in paragraph 2 deliver to the Buyer a statement in writing specifying whether, in their opinion, the draft Completion Accounts have been prepared in accordance with the provisions of Part 2 and Part 3 and whether the Completion Statement and the calculation of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital is correct and, if not, the respects in which they consider the Completion Accounts have not been so prepared or the Completion Statement and the calculation of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital is incorrect, identifying the amounts or items which are in dispute.

- 4 Unless the Seller reports in writing within the period specified in paragraph 3 that in its opinion, the Completion Accounts have not been prepared by the Buyer in accordance with Part 2 and Part 3 and the Completion Statement is not correct, the Completion Accounts, the Completion Statement and the amount of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital shall be conclusive and binding on the Seller and the Buyer.
- 5 If within the period specified in paragraph 3 the Seller shall report in writing that, in their opinion, the Completion Accounts have not been prepared in accordance with the provisions of Part 2 and Part 3 or that the Completion Statement and the calculation of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital, is not correct, the Buyer and the Seller shall use all reasonable endeavours to agree the Disputed Items and the amount of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital. If the Buyer and the Seller have not agreed the Completion Accounts, the Completion Statement or the amount of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital within 20 Business Days of the date on which the Seller's statement referred to in paragraph 3 is delivered to the Buyer, either the Buyer or the Seller may at any time after that date refer the Disputed Items to an independent firm of chartered accountants as they shall agree or, in default of agreement within five Business Days of any proposal for the appointment of such accountants, as shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales (ICAEW) on the joint application the Buyer or the Seller.
- 6 The independent firm of accountants referred to in paragraph 5 (the '**Independent Accountant**') shall determine only the Disputed Items (which may include any dispute involving the interpretation of any provision of this Agreement affecting the Completion Accounts or its jurisdiction to determine the dispute or its terms of reference).
- 7 The Buyer and the Seller must co-operate with each other (including completing such documents and taking such other steps as may reasonably be necessary) for the purpose of jointly nominating (or, if the Buyer and the Seller are unable to agree on a nomination, for the purpose of making a joint application to the President of the ICAEW to request that they nominate) the Independent Accountant and agreeing the terms of their appointment. In particular, they must not unreasonably withhold their consent to the terms of appointment proposed by the Independent Accountant or the other Party.
- 8 The Independent Accountant shall act as an expert and not as arbitrator, and its decision shall be final and binding in the absence of manifest error or fraud.
- 9 The Buyer and the Seller shall instruct the Independent Accountant to resolve the Disputed Items and determine the amount of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital as follows:
 - 9.1 the Independent Accountant shall resolve the Disputed Items but shall make no other determination, decision or make any adjustment concerning the Completion Accounts, the Completion Statement or the calculation of the UK Target Completion Cash, UK Target Completion Debt and UK Target Completion Working Capital which does not directly relate to the Disputed Items;
 - 9.2 the Independent Accountant shall have regard to those matters and facts as are ascertained or capable of conclusive ascertainment on the Completion Date and no other matters or facts;
 - 9.3 the Independent Accountant shall resolve the Disputed Items applying the accounting policies, principles and directions set out in Part 2 and Part 3 and not otherwise;
 - 9.4 the Independent Accountant shall invite each of the Buyer and the Seller to provide a written statement and supporting documents setting out their position with regard to each of the Disputed Items, which statements and documents shall be provided by the Buyer and the Seller to the Independent Accountant within 10 Business Days of such request;

- 9.5 the Independent Accountant may instruct such valuers and other professional advisers (other than legal advisers) as it considers reasonably necessary to assist it in reaching its determination. On any matter of the legal interpretation of the terms of this Schedule 4, the Independent Accountant shall be entitled to rely on its own judgement;
- 9.6 the Independent Accountant may in its reasonable discretion determine such procedures to assist with its determination; and
- 9.7 unless otherwise agreed in writing by the Buyer and the Seller, the Independent Accountant shall be requested to deliver its determination in writing (including reasons for its determination) and to provide a copy to each of the Buyer and the Seller as soon as reasonably practicable following its appointment and in any event within 20 Business Days of its appointment.
- 10 Each of the Buyer and the Seller shall co-operate with the Independent Accountant and shall give the Independent Accountant such assistance and such reasonable access to any documents, books and records and other information in the Buyer or the Seller possession or control that the Independent Accountant may reasonably require in making its determination.
- 11 Each of the Buyer and the Seller shall bear their own costs incurred in connection with the Independent Accountant's determination in accordance with paragraph 9.
- 12 The fees of the Independent Accountant (and any professional advisers appointed by the Independent Accountant under paragraph 9.5) shall be borne by the Buyer and the Seller in such proportions as determined by the Independent Accountant, or in such proportions as the Independent Accountant may direct. If either of the Buyer or the Seller shall fail to pay its share of such fees, the other Party may in its absolute discretion pay such fees on the defaulting Party's behalf and the defaulting Party shall immediately upon demand reimburse the Party making the payment.

**ANNEX 1
PRO FORMA COMPLETION STATEMENT**

To:

Goonhilly Holdings Limited (the '**Seller**')
Goonhilly Downs
Helston
Cornwall
United Kingdom
TR12 6LQ

_____ 2026

Dear Sirs

We refer to the share purchase agreement between the Seller and Intuitive Machines, Inc. dated [●] 2026 (the '**SPA**'). Capitalised words and phrases used in this letter shall have the meanings given in the SPA (unless the context requires otherwise).

We enclose a copy of the Completion Accounts drawn up, in our opinion, in accordance with Schedule 4 of the SPA.

On the basis of the Completion Accounts:

- the UK Target Completion Cash is £[●], compared to the UK Target Estimated Completion Cash in the Estimated Completion Statement of £[●];
- the UK Target Completion Cash Excess/UK Target Completion Cash Shortfall is £[●];
- the UK Target Completion Debt is £[●], compared to the UK Target Estimated Completion Debt in the Estimated Completion Statement of £[●];
- the UK Target Completion Debt Decrease/UK Target Completion Debt Increase is £[●];
- the UK Target Completion Working Capital is £[●], compared to the UK Target Estimated Completion Working Capital in the Estimated Completion Statement of £[●];
- the UK Target Completion Working Capital Excess/UK Target Completion Working Capital Shortfall is £[●];
- the UK Target Intra Company Debt is £[●], compared to the UK Target Estimated Intra Company Debt in the Estimated Completion Statement of £[●]; and
- the UK Target Intra Company Debt Decrease/UK Target Intra Company Debt Increase is £[●].

Therefore:

£[●] is owed by the [Buyer] [Seller] to the [Seller] [Buyer] and shall be paid in accordance with clause [11.3] or [11.4] of the SPA; and

£[●] is owed by the [UK Target] [Seller] to the [Seller] [UK Target] and shall be paid in accordance with clause [11.5] of the SPA.

.....
for and on behalf of
INTUITIVE MACHINES, LLC.

ANNEX 2
EXAMPLE COMPLETION ACCOUNTS

Mar 26 for illustration (update for Balance sheets at completion)	£ Mar-26	E3P correction Deferred income	Other adjustments	£ Mar-26 adjusted
Trade debtors	650,766.41			650,766.41
Other debtors	(59,858.70)			(59,858.70)
Prepayments	219,282.97			219,282.97
Accrued income	349,857.39			349,857.39
Trade creditors	(103,947.33)			(103,947.33)
Other creditors	(69,637.34)			(69,637.34)
Accruals	(276,308.24)			(276,308.24)
Deferred income	(496,325.70)	266,671.00		(229,654.70)
Working Capital	213,829.46	266,671.00	-	480,500.46
Cash at bank and in hand	362,554.05			362,554.05
Interco payable	(6,537,490.71)			(6,537,490.71)
Fixed assets	6,017,113.39			6,017,113.39
Net Assets	56,006.19	266,671.00	-	322,677.19
Balances to insert into the Completion Statement:				
UK Target Completion Cash				362,554.05
UK Target Completion Debt				0
Intra Company Debt				(6,537,490.71)
UK Target Completion Working Capital				480,500.46

**SCHEDULE 5
THE WARRANTIES**

**PART 1
SELLERS' TITLE**

- 1 The UK Target Shares owned by the Seller:
 - 1.1 are fully paid up (or credited as fully paid up);
 - 1.2 constitute the whole of the allotted and issued share capital of the UK Target; and
 - 1.3 subject to the Security Trustee Security, are legally and beneficially owned by the Seller free from all Encumbrances and the Seller is entitled to transfer the full ownership of the UK Target Shares on the terms set out in this Agreement.
- 2 The US Target Shares owned by GHUI:
 - 2.1 are fully paid up (or credited as fully paid up);
 - 2.2 constitute the whole of the allotted and issued and outstanding share capital of the US Target; and
 - 2.3 are legally and beneficially owned by GHUI free from all Encumbrances (other than restrictions of general applicability imposed by US federal or state securities laws) and GHUI is entitled to transfer the full ownership of the US Target Shares on the terms set out in this Agreement.

**PART 2
CAPACITY**

- 1 The Seller and GHUI are each duly incorporated as a private company and is validly existing under the Laws of its place of incorporation or formation.
- 2 The Seller and GHUI each have all requisite power and authority and each have taken all necessary action to enable it to enter into and perform its obligations under this Agreement and all other Transaction Documents entered into, or to be entered into, by it, and when executed, each of such agreements will constitute valid, binding and enforceable obligations of the Seller or GHUI (as applicable) in accordance with its terms.
- 3 Neither the Seller nor GHUI require the consent or approval of any other person to enter into or perform its obligations under this Agreement or any other Transaction Document entered into, or to be entered into, by the Seller or GHUI (as applicable), and each of the Seller's and GHUI's entry into and performance of each such agreement will not breach or constitute a default under its constitutional documents, any contract, agreement or instrument to which the Seller or GHUI is a party or applicable Law or any undertaking to or judgment, order, injunction or decree of any court or relevant Competent Authority binding on the Seller or GHUI.
- 4 Neither the Seller nor GHUI is engaged in any litigation or arbitration proceedings which might have an effect upon its capacity or ability to execute or perform its obligations under this Agreement or any other Transaction Document entered into, or to be entered into, by the Seller or GHUI, and each of the Seller and GHUI is not aware of any such litigation or arbitration proceedings having been threatened against it.
- 5 Neither the Seller nor GHUI is insolvent, bankrupt or unable to pay its debts within the meaning of any applicable Laws which relate to the Seller or GHUI (as applicable).

**PART 3
TARGET COMPANIES**

- 1 No Target Company:
- 1.1 has (and never has had) any subsidiary undertakings;
- 1.2 holds or beneficially owns, or has agreed to acquire, any shares, any loan capital or any other securities in any other company; or
- 1.3 controls or takes part in the management of any company or business organisation nor has it agreed to do so.
- 2 No person has the right (whether exercisable presently or in the future and whether contingently or not) to call for the allotment, sale or transfer of any share or debenture of any Target Company) or to convert any securities (whether of that Target Company or another undertaking) into shares or debentures, or shares or debentures of a different class, of that Target Company.
- 3 Save for the Security Trustee Security, no Encumbrance has been granted by the Seller, GHUI or any Target Company to any other person or otherwise affects any unissued shares, debentures or other unissued securities of any Target Company.
- 4 Each Target Company is duly incorporated as a private company and is validly existing under the Laws of its place of incorporation or formation.
- 5 Following the LLC Conversion, the US Target is duly organized as a limited liability company and is validly existing under the Laws of its place of formation.
- 6 No Target Company has at any time:
 - 6.1 purchased, redeemed, reduced, forfeited any of its own share capital; or
 - 6.2 given any financial assistance in contravention of any applicable Laws; or
 - 6.3 allotted or issued any securities that are convertible into shares.
- 7 No shares in the capital of any Target Company have been issued, and no transfer of such shares has been registered, except in accordance with applicable Laws and the provisions of the constitutional documents of the relevant Target Company.

**PART 4
CONSTITUTIONAL AND CORPORATE DOCUMENTS**

- 1 The copies of the constitutional documents of each Target Company provided in the Data Room are true, complete and accurate.
- 2 The register of members and all other statutory books and registers of each Target Company have been properly kept in all material respects in accordance with all applicable Laws and contain a true, complete, up-to-date and accurate record of the matters which should be contained in such books and records.
- 3 So far as the Seller is aware, all material returns, particulars, resolutions and other documents which any Target Company is required by Law to file with or deliver to any Competent Authority in any jurisdiction have been correctly made up and filed, or as the case may be, delivered.

- 4 All dividends or distributions declared, made or paid by any Target Company have been declared or paid in accordance with its constitutional documents, all applicable Laws and any agreements or arrangements made by a Target Company with any other person.

PART 5 THE ACCOUNTS

THE ACCOUNTS

- 1 The Group Accounts give a true and fair view of the state of affairs of the Target Companies as at the relevant Accounts Date and of the Target Companies' profit or loss and cash flows for the year then ended and have been prepared in accordance with applicable Accounting Standards.
- 2 The Individual Accounts give a true and fair view of the state of affairs of the UK Target as at the relevant Accounts Date and of the UK Target's profit or loss for the year then ended and have been prepared in accordance with applicable Accounting Standards.
- 3 The Accounts are not affected by any unusual or non-recurring items which are not specifically declared therein.
- 4 So far as the Seller is aware, the Accounts do not materially overstate the value of current or fixed assets or materially understate any liabilities (whether actual or contingent) of the Target Companies.
- 5 The Accounts have been prepared and apply policies and estimation techniques of accounting which have been consistently applied in the preparation of the accounts of the relevant Target Company for the three consecutive accounting periods ending on the relevant Accounts Date.
- 6 So far as the Seller is aware, the accounts of the UK Target and the consolidated accounts of the Seller for each of the three consecutive accounting periods ending on the relevant Accounts Date have not contained any material misstatement that caused such accounts to fail to provide a true and fair view of the assets, liabilities and financial position of any Target Company (to the extent applicable in such accounts) at the date of such accounts and its profits or losses for the periods covered by such accounts.

MANAGEMENT ACCOUNTS

- 7 The Management Accounts have been properly prepared on a basis consistent with that adopted for the preparation of the management accounts of the relevant Target Company for the 24 months ending on the relevant Accounts Date.
- 8 The Management Accounts, having regard to the purpose for which they were prepared, are not misleading in any material respect and do not materially overstate the assets and profits or materially understate the liabilities and losses of the relevant Target Company for the periods to which they relate.

CHANGES SINCE THE ACCOUNTS DATE

- 9 Since the Accounts Date:
 - 9.1 each Target Company has carried on its business in the ordinary course and as a going concern;
 - 9.2 there has been no material transaction between any Target Company and the Seller or any Connected Person or any of Ian Martin Jones (save for the CEO Claim), Peter Kendal Hargreaves, Rosemary Jane Hargreaves or Michelmores Trust Corporation Limited;
 - 9.3 there has been no material adverse change in the turnover or financial position in the relevant Target Company;

- 9.4 no Target Company has allotted, issued, repaid, redeemed or purchased any share or loan capital;
- 9.5 no Target Company has acquired or disposed of any assets in any company or of any business undertaking;
- 9.6 no Target Company has declared, made or paid any dividend or other distribution of profits or assets;
- 9.7 no Target Company has incurred any liability other than in the ordinary course of business;
- 9.8 no Target Company has borrowed or raised any money or given any form of financial security;
- 9.9 no Target Company has acquired, invested or disposed of any asset other than in the ordinary and usual course of business exceeding £100,000 in aggregate or assumed or incurred or agreed to assume or incur any capital commitments or liabilities exceeding £100,000 in aggregate;
- 9.10 no shareholder resolutions of any Target Company have been passed;
- 9.11 no Target Company has entered into, amended or terminated any interest rate, foreign exchange or other hedging or derivative arrangement;
- 9.12 there has been no change in the accounting policies applied by any Target Company;
- 9.13 no Target Company has commenced, settled or discontinued any legal proceedings or arbitration or settled or released any claim, demand or disputed or waived any right in relation to any of the foregoing; and
- 9.14 no Target Company has agreed to do any of the matters set out in this paragraph 9.

PART 6 ASSETS

ASSETS

- 1 Except for current assets disposed of since the Accounts Date in the ordinary course of business, the assets included in the Accounts and all other assets and rights owned by each Target Company at the date of this Agreement:
 - 1.1 are the absolute and sole property (i.e. owned legally and beneficially) of the relevant Target Company free from any Encumbrance; and
 - 1.2 in the case of tangible assets, are in the possession or under the control of the relevant Target Company.
- 2 None of the assets shown in the Accounts, acquired by any Target Company since the Accounts Date or used by a Target Company, are the subject of any lease, lease hire agreement, hire purchase agreement or agreement for payment on deferred terms or are the subject of any licence or factoring arrangement.
- 3 All tangible assets owned or used by each Target Company and material to its business are in reasonable working order and condition (fair wear and tear excepted and excepting routine service matters in the ordinary course of business) and, to the extent required by applicable Law, have been properly maintained in all material respects.
- 4 In the reasonable opinion of the Seller, the assets of each Target Company comprise, or (in respect of the US Target) shall comprise following the US Reorganisation, all the assets

necessary for the continuation of the relevant Target Company's business as carried on by such Target Company at the date of this Agreement.

CONTRACTS

- 5 True and complete copies of the standard terms and conditions upon which each Target Company currently carries on business have been provided in the Data Room.
- 6 Each Material Contract has been provided in the Data Room.

PERFORMANCE OF MATERIAL CONTRACTS

- 7 Each of the Material Contracts is in full force and effect and is binding on the Target Companies and, so far as the Seller is aware, on the other party or parties thereto, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).
- 8 No Target Company has received or given any written notice alleging a breach of the terms of any Material Contract which breach has not been unconditionally waived, resolved or remedied. There are no pending or so far as the Seller is aware, threatened disputes in relation to any Material Contract. So far as the Seller is aware, no circumstances exist that may reasonably be expected to give rise to a breach of the terms of any of the Material Contracts.
- 9 No notice (written or otherwise) of termination to terminate a Material Contract has been received or served by any Target Company or any party to a Material Contract in the 24 months ending on the date of this Agreement and, so far as the Seller is aware, there are no grounds for termination, rescission, avoidance, repudiation or a material change in the terms of any such Material Contract (whether due to the Transaction or otherwise).

GOVERNMENT CONTRACTS

- 10 No Target Company:
 - 10.1 is currently in breach or in violation of or has breached or violated in any material respect any applicable Law or is currently in material breach or in violation of or has breached or violated any clause, provision or requirement pertaining to any Government Contract which remains in force;
 - 10.2 so far as the Seller is aware, is or has been suspended or debarred from bidding on or continuing performance of any Government Contract;
 - 10.3 has, in the last 5 years, had any audits or investigations by any Competent Authority with respect to any Government Contract that remain unresolved;
 - 10.4 has had any Government Contract terminated by any Competent Authority for default or failure to perform;
 - 10.5 has made any written disclosure with respect to any material irregularity, misstatement or omission involving a Government Contract; or
 - 10.6 has received any material written, or, so far as the Seller is aware, oral, notice of breach, cure, show cause or default from any Competent Authority with respect to any Government Contract, which have not been rescinded or cured.
- 11 Each Target Company has used, applied or otherwise dealt with any grant (or similar funds) awarded to that Target Company pursuant to a Government Contract in all material respects in compliance with the terms of that Government Contract and any other requirements of the awarding Competent Authority in respect of such grant.

- 12 Each Target Company continues to satisfy in all material respects the applicable responsibility standards of contracting set forth in the applicable Governmental Contracts with the Competent Authority party to any of the outstanding Government Contracts.
- 13 So far as the Seller is aware, no amounts under any Government Contracts have been questioned, disallowed or otherwise disputed by the counterparty thereto.

POWERS OF ATTORNEY

- 14 No power of attorney given by any Target Company is now in force.
- 15 A complete and accurate list of all persons who have authority to bind each Target Company in the ordinary course of business are set out in the Disclosure Letter.

RECORDS

- 16 The accounting records of each Target Company:
 - 16.1 are maintained in all material respects in accordance with applicable Laws; and
 - 16.2 are in its possession or under its control.

LIABILITIES

- 17 True and materially complete particulars are provided in the Data Room of:
 - 17.1 all money borrowed, or lent (other than to employees in the ordinary course), by each Target Company which remains outstanding; and
 - 17.2 all facilities for overdrafts or loans currently available to each Target Company; and each Target Company has complied in all material respects with the terms of those facilities and loans.
- 18 No Target Company has received any written notice from its lenders requiring any repayment to be made in respect of any borrowing earlier than required or enforcing any Encumbrance which it holds over the assets of any Target Company.
- 19 No Target Company has any actual liability in respect of:
 - 19.1 any Encumbrance, guarantee, indemnity, bond or similar obligation created or given, or agreed to be created or given, by it;
 - 19.2 any warranty or representation given by it;
 - 19.3 any claim against it by the Seller or GHUI; or
 - 19.4 any shares, debentures or other securities of which it is or has been the registered proprietor or beneficial owner,and so far as the Seller is aware, there are no grounds or circumstances that would give rise to such liability.

PART 7 COMPLIANCE, INSURANCE, LITIGATION AND INSOLVENCY

COMPLIANCE WITH LAWS

- 1 Each Target Company has at all times conducted its business in all material respects in accordance with all applicable Laws.

- 2 No Target Company, nor, so far as the Seller is aware, any person for which any Target Company is vicariously liable (in each case, while such persons are acting for or on behalf of such Target Company) has received, written notice in the three years prior to the date of this Agreement from any Competent Authority alleging that it is in violation of, or in default with respect to, any applicable Law.
- 3 No Target Company, nor so far as the Seller is aware, any person for whose acts any Target Company may be vicariously liable (in each case, while such persons are acting for or on behalf of such Target Company), has committed or omitted to do any act or thing which would reasonably be expected to give rise to any material fine or penalty.

ANTI-CORRUPTION LAWS

- 4 No Target Company, nor, so far as the Seller is aware, any of its directors, officers, employees, agents, representatives or any person who performs services for or on behalf of any Target Company or any of their agents or representatives (in each case, while such persons are acting for or on behalf of such Target Company) has:
 - 4.1 violated or committed an offence under any Anti-Corruption Laws; or
 - 4.2 received any written notice, request, fine or citation, or been subject to investigation, proceedings or prosecution by any Competent Authority for any actual or potential non-compliance with or offence under any Anti-Corruption Laws and, so far as the Seller is aware, no such investigation, proceedings or prosecutions have been threatened or are pending and, so far as the Seller is aware, there are no circumstances likely to give rise to any such investigation, proceedings or prosecutions.
- 5 Each Target Company has operated and has adequate controls, systems and procedures in place designed to prevent their respective directors, officers, employees, agents, representatives or any person who performs services for or on behalf of any Target Company or any of their agents or representatives from violating or committing an offence under any Anti-Corruption Laws.

SANCTIONS AND TRADE CONTROLS

- 6 No Target Company, nor, so far as the Seller is aware, any of their respective directors, officers, employees, agents or representatives (in each case, in that capacity) or any person acting on behalf of any Target Company has at any time:
 - 6.1 been in breach of, or otherwise violated or committed an offence under, any Sanctions;
 - 6.2 been a Sanctioned Person;
 - 6.3 conducted, directly or indirectly, any business with or for the benefit of any Sanctioned Person or in any Sanctioned Country; and
 - 6.4 been the subject of, or otherwise party to, any investigation, action, inquiry, claim, litigation or enforcement proceedings or actions by any Competent Authority regarding any actual or potential violation of Sanctions or dealings involving a Sanctioned Person and, so far as the Seller is aware, no such investigation, action, claim, litigation, inquiry or proceeding has been threatened or is pending.
- 6.5 The US Target has not:
 - (a) been in breach of, or otherwise violated or committed an offence under, any Trade Control Laws; or
 - (b) been the subject of, or otherwise involved in, investigations or enforcement action by any Competent Authority or other legal proceedings or made any voluntary

disclosures related to any actual or alleged violations of Trade Control Laws and have not been notified in writing of any such pending or threatened actions.

- 7 The US Target has adequate controls, systems, and procedures in place designed to prevent breaches of Sanctions and Trade Control Laws.

CONSENTS AND REGULATION

- 8 Each Target Company holds, and at all times has held, all Consents required for or in connection with the carrying on of the business of the relevant Target Company as required by all applicable Laws. All Consents held by a Target Company at the date of this Agreement are in full force and effect, are not limited in duration or subject to any conditions (other than such limits and conditions which are normally applicable to such Consents), and have been complied with in all material respects.
- 9 No Target Company has received written notice from any Competent Authority that any Consent held at the date of this Agreement is to be suspended, cancelled or revoked and copies or particulars of all Consents held at the date of this Agreement which are material to the business of any Target Company have been provided in the Data Room. So far as the Seller is aware, there are no circumstances that indicate that any Consent held at the date of this Agreement will or may reasonably be expected to be revoked, not renewed or made subject to any restrictions, requirements or conditions, or which may confer a right of revocation.
- 10 All employees, directors, officers, consultants, agents and appointed representatives of each Target Company who are currently required to be registered or licensed by a Competent Authority in a jurisdiction in which business is conducted by the relevant Target Company are registered or licensed in the appropriate capacity and, so far as the Seller is aware, no suspension or cancellation of any of them is threatened.
- 11 Each Target Company has filed all material reports, data and other information, applications and notices required to be filed with or otherwise provided to the relevant Competent Authority during the three years prior to the date of this Agreement.
- 12 No Target Company has received written notification from a Competent Authority that it is subject to any enforcement action by a Competent Authority and no Target Company nor, so far as the Seller is aware their directors, officers, consultants, agents or appointed representatives have been the subject of any investigation, censure, disciplinary action or fines by a Competent Authority in the last three years.
- 13 No fines or penalties have been imposed or, so far as the Seller is aware, threatened by any Competent Authority in any jurisdiction in which business is conducted by a Target Company and, so far as the Seller is aware, there are no circumstances which may reasonably be expected to give rise to the possible imposition of any such fine or penalty.
- 14 So far as the Seller is aware, no Target Company is or has been the subject of any material customer complaint to (written or oral) within the three years prior to the date of this Agreement that has not been resolved and/or provided in the Data Room.
- 15 To the extent that any Target Company has delegated any material claims handling authorities to third parties, it has done so in all material respects in accordance with all applicable Laws and on the basis of agreed claims handling policies and procedures.
- 16 Neither the execution and delivery of this Agreement by the Seller nor the completion of the Transaction will:
- 16.1 require any material consent, waiver, approval, order or authorization of, or material filing with, any Competent Authority, save as provided for in clause 2; or

- 16.2 result in a breach, violation or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under, or give rise to the imposition of an Encumbrance on any of the assets or properties of any Target Company under any Material Contract to which the relevant Target Company is party; or result in a breach or violation of, or default under, the constitutional documents of the relevant Target Company provided in the Data Room.
- 17 Where the Company has within the last five years been involved in any transactions that required clearance for the purposes of the NSI Act, all necessary clearances were sought and obtained.

COMPETITION/ANTITRUST

- 18 No Target Company is or has been within the last six years a party to any agreement, arrangement, concerted practice, decision or any other activity, or engaged in any practice or conduct which amounts to an infringement of the applicable Competition Law of any jurisdiction and, so far as the Seller is aware, none of its directors, officers or employees is or has been engaged in any activity which would be an offence or infringement under any such Competition Law.
- 19 Neither any Target Company, nor, so far as the Seller is aware, any of its directors, officers or employees (in each case, while such persons are acting for or on behalf of such Target Company) is the subject of any complaint, investigation, inquiry or proceedings by any relevant Competent Authority in connection with any actual or alleged infringement of the Competition Law of any jurisdiction.
- 20 So far as the Seller is aware, no investigation, inquiry or proceedings as referred to in paragraph 19 have been threatened or are pending and there are no circumstances reasonably likely to give rise to any such investigations, inquiry or proceedings.
- 21 No Target Company is the subject of, or party to, any existing or, so far as the Seller is aware, pending decisions, judgments, orders, directions or rulings of any Competent Authority responsible for enforcing the Competition Law of any jurisdiction, nor have any undertakings or commitments been given by a Target Company (whether under Competition Law or otherwise) to any such body.
- 22 No Target Company has received any payment, guarantee, financial assistance, tax relief, aid or other financial benefits constituting state aid under Article 107(1) of the Treaty on the Functioning of the European Union or any subsidy within the meaning of Article 363 of the Trade and Cooperation Agreement between (1) the UK and (2) the European Union and the European Atomic Energy Community.

INSURANCE

- 23 Each Target Company is, and has all times been, insured (in the case of insurance against loss of or damage to property for an amount not less than the reinstatement value) with a well-established and reputable insurer against all risks for which insurance is customarily obtained in such Target Company's industry and with a level of cover not less than the minimum amount required under its contracts with material customers.
- 24 So far as the Seller is aware, the current policies of insurance covering each Target Company (the '**Policies**') are valid and in force.
- 25 True and accurate copies of the Policies have been provided in the Data Room. All premiums due in respect of such Policies have been paid and there are no circumstances which are known to the Seller which are reasonably likely to invalidate or affect the renewal of or increase the premium due under any of the Policies.
- 26 Particulars of any insurance claims in relation to the Policies in the last three years have been provided in the Data Room. There are no material outstanding claims or circumstances which

do or, so far as the Seller is aware, are reasonably likely to entitle a Target Company to make, or oblige it to notify the insurers of, any claim under any of the Policies.

LITIGATION AND INVESTIGATIONS

- 27 No Target Company nor, so far as the Seller is aware, any of their respective directors, officers, employees, agents, representatives or any persons for whom it is vicariously liable or any persons who perform services for or on behalf of any Target Company or any of their agents or representatives is engaged with or subject to (in each case, while such persons are acting for or on behalf of such Target Company).
- 27.1 any litigation, prosecution, arbitration, tribunal proceedings or other dispute resolution process or administrative or criminal proceedings, or regulatory agency action (whether as claimant, defendant or third party, and whether active, pending, threatened or anticipated), and, so far as the Seller is aware, there is no fact or circumstance reasonably likely to give rise to any such litigation, prosecution, arbitration, tribunal proceedings or other dispute resolution process or administrative or criminal proceedings, or regulatory agency action, except, in each case, for debt collection in the normal course of business; or
- 27.2 any dispute with, or investigation, inquiry or enforcement proceedings by, any Competent Authority.
- 28 Prior to the date of this Agreement there has not been any governmental or other investigation, inquiry or disciplinary proceeding concerning a Target Company and, so far as the Seller is aware, none is threatened or pending. So far as the Seller is aware, there is no event or circumstance reasonably likely to give rise to any investigation, inquiry or proceeding.
- 29 There are no existing or pending judgments or rulings against any Target Company. No Target Company nor, so far as the Seller is aware, any person for whose acts or omissions any Target Company may be vicariously liable (in each case, while such persons are acting for or on behalf of such Target Company) has been a party to any undertaking or assurance given to any Competent Authority or the subject of any injunction or other similar court order which is still in force.

INSOLVENCY

- 30 No Target Company is insolvent or unable to pay its debts within the meaning of any insolvency laws applicable to it and no Target Company has stopped paying its debts as they fall due.
- 31 No step has been taken by the Seller, GHUI or either Target Company or, so far as the Seller is aware, by any third party to initiate any process by or under which:
 - 31.1 the ability of the creditors of any Target Company to take any action to enforce their debts is suspended, restricted or prevented;
 - 31.2 some or all of the creditors of any Target Company accept, by agreement or in pursuance of a court order, an amount less than the respective sums owing to them in satisfaction of those sums with a view to preventing the dissolution of such entity;
 - 31.3 a person is appointed to manage the affairs, business and assets of any Target Company on behalf of its creditors; or
 - 31.4 the holder of an Encumbrance over the assets of any Target Company is appointed to control its business and assets.
- 32 No process has been initiated or no order has been made or petition presented by the Seller, GHUI or either Target Company or, so far as the Seller is aware, by any third party, and no meeting has been convened or resolution passed by any Target Company which could lead to any Target Company being dissolved or wound up.

- 33 No Target Company has received written notice that any administrator, administrative receiver or receiver has been appointed in relation to it.
- 34 No Target Company has received written notice from any third party that any floating charge created by any Target Company over its business or assets has crystallised or that any charge created by it over its business or assets has become enforceable.
- 35 No distress, execution or other process has been levied on an asset of any Target Company.
- 36 No event analogous to any of the foregoing has occurred in any jurisdiction.

PART 8
COMPANY INTELLECTUAL PROPERTY AND IP LICENCES

DISCLOSURE

- 1 Accurate material particulars of each Target Company's registered Company Intellectual Property and material unregistered Company Intellectual Property have been provided in the Data Room.
- 2 Each Target Company either owns, or has valid licences to use, all the Business Intellectual Property and, so far as the Seller is aware, the Business Intellectual Property will not be lost or liable to termination as a result of the Transaction or the execution or performance of this Agreement. None of the Business Intellectual Property is owned by the Seller.
- 3 The Company Intellectual Property and licences granted to a Target Company to use Intellectual Property Rights as provided in the Data Room (together with any other standard and non-negotiated off-the-shelf software licences that are (i) generally commercially available to the public on standard terms, (ii) non-exclusive, (iii) for non-customized software, and (iv) are not material to the conduct of any Target Company's business) comprises all the Intellectual Property Rights necessary for each Target Company to carry on its business as it has been carried on at the date of this Agreement.
- 4 Each Target Company's Company Intellectual Property:
 - 4.1 is wholly owned (legally and beneficially) by the relevant Target Company, free from Encumbrances;
 - 4.2 has not been licensed to any third party;
 - 4.3 is not subject to any agreement that restricts its use, disclosure, licensing or transfer by the relevant Target Company; and
 - 4.4 is, so far as the Seller is aware, fully enforceable against third parties (and, so far as the Seller is aware, there have been no acts or omissions that would prejudice the enforcement by the relevant Target Company, including acquiescence by the relevant Target Company in any unauthorised use by third parties).
- 5 Each Target Company has entered into and has in its possession all necessary employment contracts, consultancy contracts, commissioning agreements, development agreements, assignments, lists of developers, prototype versions, development records and other documents necessary to establish ownership of its material Company Intellectual Property and to prove novelty, originality or any other requirement necessary for registration under applicable Laws.
- 6 In respect of the registered Intellectual Property:
 - 6.1 all registry deadlines for payment of application, filing, registration, renewal and other fees have been met and all other steps required for prosecution, maintenance and protection of the same have been made on a timely basis;

- 6.2 registrations are not currently subject to removal, amendment, challenge or surrender (and the Seller is not aware of any potential grounds for the same) and no Target Company has received advice from an in-house or external adviser expressing doubt on, the scope, validity or enforceability of the registered Intellectual Property; and
- 6.3 in the case of applications, there are no oppositions nor, so far as the Seller is aware, anything else that would prevent the applications from being granted.
- 7 In respect of the IP Licences:
 - 7.1 copies of the IP Licences have been provided in the Data Room;
 - 7.2 so far as the Seller is aware, each licence is in full force and effect and is binding on the parties to it;
 - 7.3 so far as the Seller is aware, the terms of the licences have been complied with by the parties in all material respects, no notice of termination of any IP Licence has been received, threatened or served by a Target Company or a third party and, so far as the Seller is aware, there are no grounds on which they might be terminated; and
 - 7.4 no disputes have arisen and, so far as the Seller is aware, no circumstances exist which are reasonably likely to give rise to a dispute.

INFRINGEMENT

- 8 So far as the Seller is aware, the use currently or at any point in the six years prior to the date of this Agreement by any Target Company of any Company Intellectual Property, and the operation by any Target Company of its business during such period, does not infringe and has not infringed the rights of any other person.
- 9 So far as the Seller is aware, no Company Intellectual Property (including confidential information) has been infringed or misappropriated, or is being infringed or misappropriated, by a third party currently or at any point in the three years prior to the date of this Agreement and, so far as the Seller is aware, none of the Company Intellectual Property is the subject of a dispute, attack, opposition, entitlement action or challenge.
- 10 So far as the Seller is aware, there are no injunctions, undertakings, orders, agreements or arrangements which restrict, or are likely to restrict, the use by any Target Company of its Company Intellectual Property.
- 11 In the six years prior to the date of this Agreement:
 - 11.1 no notice or allegation has been received in writing by any Target Company that any Target Company is, or may be, infringing or misappropriating any third party Intellectual Property Rights or has otherwise challenged the validity or ownership of any of the Company Intellectual Property; and
 - 11.2 no Target Company has notified any third party or otherwise alleged that the third party is, or may be, infringing or misappropriating any Company Intellectual Property.
- 12 Each Target Company is the sole legal and beneficial owners of Intellectual Property Rights in, or otherwise arising from the use of, the domain names listed in the Data Room and these domain names are all the domain names used, or required to be used, in or in connection with the business of the relevant Target Company.
- 13 The confidential information, trade secrets, and know-how used by, or otherwise held by or in the possession of (whether or not the same is owned by a Target Company) each Target Company is kept confidential, has not been disclosed to third parties other than in the ordinary course of business and subject to written confidentiality obligations from the third party or any

employee to which the information is disclosed, and, so far as the Seller is aware, the confidential information has not been subject to unauthorised access by a third party.

- 14 Each Target Company has at all times in the last three years in carrying on its business (including in relation to the legal, ethical or responsible use of AI technologies) complied in all material respects with all AI Laws to the extent they apply to that Target Company.

PART 9

IT SYSTEMS AND IT CONTRACTS

- 1 The Data Room contains material particulars of the IT Systems and copies of the IT Contracts which are material to the business of each Target Company.
- 2 The IT Systems have not been the subject of any malfunction in the 12 months prior to the date of this Agreement which has resulted in a material interruption to the carrying on of the business of any of the Target Companies and, so far as the Seller is aware, are functioning properly in all material respects, in accordance with all applicable specifications.
- 3 The IT Systems have been adequately maintained and are fit for current purpose for the business of each Target Company.
- 4 So far as the Seller is aware, the IT Systems do not contain any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components that disrupt, harm, impede, permit unauthorized access or the unauthorized disablement or erasure of, any Target Company services, IT Systems, or data or other technology (collectively, "**Malicious Code**") and, so far as the Seller is aware, have not within the last 12 months been infected by any Malicious Code or been accessed by any unauthorised person.
- 5 So far as the Seller is aware, the IT Contracts are valid and binding, and no act or omission has occurred which would (if necessary with the giving of notice or lapse of time) constitute a material breach of any such IT Contract.
- 6 None of the IT Contracts or any part of the IT Systems is subject to any complaints, claims, disputes or proceedings.
- 7 The Seller has no reason to believe that any IT Contract will not be renewed on the same or substantially similar terms when it expires.
- 8 So far as the Seller is aware, each Target Company is in material compliance with the terms and conditions of all licences for the Open Source Software used by it in respect of the business.
- 9 No Target Company has used Open Source Software (including public source software, shareware and/or freeware) as part of any application that it has developed or made available to third parties in a manner that would impose licensing obligations or restrictions (including, without limitation, any obligation to (i) make available or disclose any source code of any Company Intellectual Property or any product or service of any Target Company, (ii) grant any licence to any Company Intellectual Property (whether royalty-free or otherwise), (iii) permit the creation of derivative works of any Company Intellectual Property, or (iv) redistribute any software of any Target Company free of charge).
- 10 So far as the Seller is aware, the IT Systems do not contain any third party software, hardware or other systems which cannot be readily replaced on similar terms and at similar costs to those terms under which they are currently being used by the relevant Target Company.
- 11 So far as the Seller is aware, no Target Company will be liable for any material additional payment obligations or lose any benefits enjoyed in respect of the IT Systems or under the IT Contracts as a result of the Transaction.

- 12 In the reasonable opinion of the Seller, each Target Company has in place appropriate procedures for regular maintenance, support and disaster recovery of the IT Systems, follow appropriate procedures for protecting the IT Systems (including data breach policies, the off-site back-up of data and an adequate disaster recovery plan) from infection by Viruses in accordance with applicable Laws. The disaster recovery arrangements have been tested in the last 12 months.
- 13 During the three years prior to the date of this Agreement, the IT Systems have not:
 - 13.1 failed to function in any way that has had a material effect on the business of the relevant Target Company, including in a manner which is materially defective or involves the suffering of significant or repeated disruption of use; or
 - 13.2 so far as the Seller is aware, suffered any significant security breaches (including data breaches or related information security incidents).

PART 10 DATA PROTECTION

In this Part 10, the terms "controller", "processor", "data subject", and "personal data", (used lowercase throughout) or such analogous terms shall have the same meanings ascribed to them under Data Protection Laws.

- 1 Each Target Company has at all times in the last three years in carrying on the business (including in relation to the collection, holding, use or transmission of personal data) complied in all material respects with: (i) all Data Protection Laws; (ii) all Data Protection Policies of that Target Company and (iii) all contractual commitments, including any terms of use, entered into by that Target Company with respect to the processing of personal data or data security (collectively, the "Data Protection Requirements") in each case in all material respects. So far as the Seller is aware, all vendors, processors, and other third parties acting for or on behalf of each Target Company in connection with the acquisition, access, use, processing, storage, transfer, disclosure, modification or destruction of personal data or that otherwise have been authorized by each Target Company to have access to personal data in the possession or control of each Target Company complies with, and has within the last five years complied with, all Data Protection Requirements in all material respects in relation to such activities.
- 2 Each Target Company has at all times complied in all material respects with the Payment Card Industry Data Security Standards (to the extent applicable to that Target Company).
- 3 Where required by Data Protection Laws, each Target Company has filed all necessary notifications with the relevant Competent Authority as required by Data Protection Laws, renewed such notifications and notified any changes as required by the Data Protection Laws and paid all requisite fees.
- 4 So far as the Seller is aware, there has been no Data Breach related to personal data requiring any notification to individuals or regulators under Data Protection Laws by any Target Company.
- 5 No personal data relating to the business of which a Target Company is a controller has been transferred to third countries, except in accordance in all material respects with Data Protection Laws.
- 6 No Target Company has received written notice from a data subject, Competent Authority or other third party that it has committed any breach of or failed to observe or perform any provision of any applicable Data Protection Laws, Data Protection Requirements, or any other applicable Laws applicable to the processing of Personal Data. So far as the Seller is aware, there are no circumstances which may give rise to the giving of any such notice. No Target Company has been the subject of any inquiry, investigation or enforcement action of any Competent Authority with respect to compliance with any Data Protection Laws or Data Protection Requirement.

- 7 So far as the Seller is aware, no Target Company has experienced a Data Breach within the last three years, or been notified in writing by a third party engaged to process Personal Data on its behalf that a Data Breach has occurred.
- 8 In accordance with all applicable Data Protection Laws, the IT Systems operated by each Target Company on which Personal Data is processed enable the relevant Target Company to distinguish between the kinds of consent necessary for the processing of Personal Data and to make a record of consent being obtained and comply with any request made by a data subject under applicable Data Protection Laws such as to exercise their right of access to their Personal Data, to request its rectification or erasure, to object to its processing, to opt-out of certain data processing, to have access to it restricted, to receive a copy of their Personal Data in a machine-readable format etc.
- 9 Each Target Company has complied in all material respects with its obligations under the Data Protection Laws in respect of the use of electronic communications (including e-mail, text messaging, fax machines, automated calling systems and non-automated telephone calls) for direct marketing purposes.

PART 11 OFFICERS AND EMPLOYEES

- 1 The Data Room contains:
 - 1.1 particulars of each Employee's date of birth, continuous service date, remuneration (including any benefits and privileges provided or which any Target Company is bound to provide them or their dependents now or in the future), allowances, type of contract, length of notice (or if fixed term, the expiry date of the fixed term and details of previous renewals) and the Target Company which employs or engages them;
 - 1.2 a true and complete copy of the service agreement, employment contract or director appointment letter for each director and Employee of each Target Company;
 - 1.3 particulars of each Worker's remuneration (including any benefits and privileges provided or which any Target Company is bound to provide them or their dependents now or in the future), allowances, length of notice (or if fixed term, the expiry date of the fixed term and details of previous renewals) and the Target Company which engages them;
 - 1.4 details of any Employee or Worker who works or performs services and/or is paid outside the country where the employing entity of such Employee or Worker is established, including the country where they are work or perform services and/or paid and the law governing their contract;
 - 1.5 true and complete copies of the standard contracts of employment and engagement currently used by each Target Company for the different categories of Employees and Workers of the relevant Target Company, together with any material deviations from those standard terms;
 - 1.6 copies of the governing and any other material documentation relating to the Pension Scheme, including all guarantees, letters of credit, funding agreements or other similar support arrangements in place in relation to the Pension Scheme and any material correspondence with any Competent Authority.
 - 2 No Target Company is bound by, and no Employee otherwise has any entitlement to, any redundancy or severance payment in addition to statutory redundancy pay, nor is there any agreed procedure for redundancy selection applicable to any Employees.
 - 3 The Data Room contains particulars of any profit sharing, bonus or commission schemes relating to the profit or sales of each Target Company.
 - 4 No Target Company is involved in any ongoing, pending or, so far as the Seller is aware, threatened dispute, strike, stoppage, slowdown or negotiation with any trade union, works
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council, other employee representative body or group or organisation of Employees or their representatives representing Employees and, so far as the Seller is aware, there are no circumstances in existence which are reasonably likely to give rise to the same.

- 5 Other than routine increases to the level of salary and benefits, no material changes have been proposed or agreed or are due to be considered or implemented to the terms and conditions or benefits of any Employee by any Target Company.
- 6 Every Employee or Worker who requires a work permit or other permission under applicable immigration applicable Laws to work in any jurisdiction in which they are providing services has a current work permit or other permission and all necessary permission to remain in the relevant jurisdiction and none of such permits or permissions will be affected as a result of the Transaction.
- 7 No offer of employment or engagement has been made by any Target Company to any person that remains open for acceptance but which has not yet been accepted, or which has been accepted but where the employment or engagement has not yet started.
- 8 There are no sums owing to or from any Employee or Worker other than reimbursement of expenses, wages for the current salary period and holiday pay for the current holiday year.
- 9 In the two years preceding the date of this Agreement, in respect of each of the Employees, all holiday pay has been calculated and paid in accordance with all applicable Laws (save for any immaterial non-compliance).
- 10 Full details of any bonus that any Target Company has determined has accrued to any Employee but which remains unpaid have been set out in the Disclosure Letter.
- 11 No Employee has given or received from a Target Company notice of termination of his or her employment or has entered into a termination agreement with any Target Company and, so far as the Seller is aware, there are no circumstances in existence which are reasonably likely to result in an Employee giving or receiving such notice.
- 12 In each case as a result of or in connection with the execution of the Agreement or consummation of the Transaction (whether alone or in conjunction with any other event, such as termination of employment):
 - 12.1 there are no terms and conditions in place with any Employee or Worker, and no commitment has been made (whether or not legally binding) to any Employee or Worker, pursuant to which such person will be entitled to receive any payment or benefit (whether or not on an accelerated basis or under the Pension Scheme) or such person's rights will change;
 - 12.2 no entitlement of such Employee or Worker to terminate his or her employment or engagement will be triggered; and
 - 12.3 no funding of benefits, or any breach of violation of or default under the Pension Scheme will be triggered.
- 13 True, complete and accurate copies of handbooks, policies and other documents which currently apply to the Employees and Workers have been provided in the Data Room.
- 14 There is no ongoing, pending or, so far as the Seller is aware, threatened dispute between any Target Company and a current or former director, Employee or Worker (or anyone on their behalf) relating to their employment or engagement (or the termination thereof) or in relation to or against any US Plan or the Pension Scheme or the trustees or administrators of any US Plan or the Pension Scheme or any of the assets of any trust (any, an '**Employment Dispute**') and, so far as the Seller is aware, there are no circumstances in existence which are reasonably likely to give rise to an Employment Dispute.

- 15 No Employee is subject to a current disciplinary warning or procedure or any formal written grievance that remains unresolved.
- 16 During the three years prior to the date of this Agreement, no Target Company has been party to any "relevant transfer" as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 or similar local legislation applicable to any Target Company (a '**Relevant Transfer**'). So far as the Seller is aware, no Employee or former Employee has previously transferred to any Target Company at any time pursuant to a Relevant Transfer who prior to the Relevant Transfer was a member of a defined benefit pension arrangement.
- 17 No Target Company has made or provided any loan, advance or other financial assistance to, or for the benefit of, any current or former director, Employee or Worker (an '**Employee Loan**') that is outstanding and each Target Company has paid all applicable Tax due in relation to any Employee Loan.
- 18 Details of any shares, share options or other rights in respect of or that relate to employment related securities (including any "phantom" arrangements) (any such rights referred to as '**Share Incentives**') relating to any Target Company held directly or indirectly by any current or former director, Employee or Worker, including details of the plan, scheme or arrangement under which they are granted, the number of shares subject to each Share Incentive, the exercise price, grant date and type of award (including whether it is intended to be tax approved or otherwise benefit from a tax favourable regime) for each Share Incentive (as applicable) have been provided in the Data Room.
- 19 No Target Company has at any time established, settled assets to or otherwise has had any liability to any employee benefit trust.
- 20 No U.S.-based employee of the US Target classified as overtime exempt has any reasonable basis to claim status as overtime non-exempt with respect to the period prior to Completion and no circumstances exist under which the US Target likely would incur any material liability arising from the misclassification of U.S.-based employees with respect to the period prior to Completion as overtime exempt.
- 21 No U.S.-based independent contractor has any reasonable basis to claim status as an employee of the US Target with respect to the period prior to Completion and no circumstances exist under which the US Target likely would incur any material liability arising from the misclassification of U.S.-based employees with respect to the period prior to Completion as independent contractors.
- 22 All employees working in the U.S. are legally authorized to work in the U.S. and the US Target has retained completed U.S. Citizenship and Immigration Services Form I-9s (Employment Eligibility Verification) for each current U.S.-based employee of the US Target.
- 23 In the reasonable opinion of the Seller, each Target Company has promptly, thoroughly and impartially investigated all employment discrimination and sexual harassment allegations of, or against, any employee in respect of which any Target Company has received knowledge. With respect to each such allegation with potential merit, as deemed by the relevant Target Company in its sole discretion, in the reasonable opinion of the Seller, the relevant Target Company has taken prompt corrective action that is reasonably calculated to prevent further discrimination and/or harassment and, so far as the Seller is aware, the relevant Target Company does not reasonably expect to incur any liability with respect to any such allegation.

PART 12 PENSIONS

- 1 Other than in relation to the pension arrangement operated by Aviva into which relevant UK Employees or Workers of the UK Target are automatically enrolled (the '**Pension Scheme**'), no Target Company has at any time been a party to or participated in or contributed to any scheme, agreement, or arrangement under which it has or may have any obligation (whether legally enforceable or not) to pay or make provision for payment of any pension, lump sum,

gratuity or other benefit on retirement, death, incapacity, sickness, disability or other similar circumstances and, in particular, no Target Company has at any time participated in or been a participating employer of any defined benefit pension arrangement or any defined contribution pension arrangement except where there is no liability (actual, prospective or contingent) for any Target Company.

- 2 Each Target Company has paid all contributions, insurance premiums, taxes and expenses due to and in respect of the Pension Scheme and there are no liabilities outstanding in respect of the Pension Scheme at the date of this agreement.
- 3 No Target Company has given any undertaking, assurance, proposal or announcement (whether legally enforceable or not) as to the introduction, continuance, improvement or increase of any pension, lump sum, gratuity or other benefit on retirement, death, incapacity, sickness, disability or other similar circumstances or as to the rights of any person to receive such benefits or is not paying nor has at any time paid any such benefit.
- 4 No Target Company is engaged or involved in any proceedings which relate to or are in connection with any scheme, agreement or arrangement for the provision for payment of any pension, lump sum, gratuity or other benefit on retirement, death, incapacity, sickness, disability or other similar circumstances, so far as the Seller is aware, no such proceedings are pending or threatened and, so far as the Seller is aware, there are no facts likely to give rise to any such proceedings.
- 5 The UK Target has complied in all material respects with its obligations under the Pensions Act 2008 and each Target Company has complied in all material respects with its obligations under all similar Laws to the extent applicable to such Target Company.
- 6 No Target Company has any obligation to provide any form of benefit to any person which was provided under an occupational pension scheme but which did not relate to benefits for old age, invalidity or survivors as a result of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 1981 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any equivalent Laws.
- 7 No person with which any Target Company is connected or of which any Target Company is an associate (where "connected" and "associate" have the meanings ascribed to such terms under sections 249 and 435 of the Insolvency Act 1986 respectively) participates, or has participated, as an employer in an occupational pension scheme other than a money purchase scheme (as defined in section 181 Pensions Scheme Act 1993).

PART 13 US EMPLOYEE BENEFITS

- 1 A true and complete list of each US Plan are contained in the Data Room. With respect to each US Plan, the Seller has provided to the Buyer (i) a true, complete and correct copy of such US Plan or, if not written, a summary of the material terms of such US Plan, (ii) any related trust agreement, insurance contracts or documents of any other funding arrangements, and any service provider agreements, (iii) all current amendments, modifications or supplements to any such documents, (iv) the most recent IRS determination or opinion letter, if applicable, (v) the current summary plan description, if applicable, and any summaries of material modifications, (vi) the two most recent annual reports (Form 5500 series and all schedules and financial statements attached thereto) and non-discrimination testing results for the two most recent years, if applicable, (vii) the most recent actuarial valuation report, if applicable, and (viii) any non-routine, written communications relating thereto, including all such non-routine correspondence within the past three years with the IRS, the Department of Labor or any other Competent Authority regarding the operation or administration of any US Plan.
- 2 Each US Plan (and any related trust or other funding vehicle) (i) has been established, maintained, operated and administered in accordance with its terms in all material respects, and in material compliance with the terms of such US Plan and all applicable provisions of

ERISA, the Code and other applicable Laws, rules and regulations; (ii) all contributions, premiums and other payments due or required to have been paid by the US Target or applicable member of GHUI's group to (or with respect to) any US Plan with respect to the Relevant Service Providers prior to the date of this Agreement have been paid or provided for in accordance with applicable Laws and the provisions of each US Plan and GAAP; and (iii) neither GHUI nor the US Target have (A) engaged in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code with respect to any US Plan, or (B) breached any fiduciary duty imposed upon it by ERISA with respect to any US Plan. Each US Plan which is intended to be qualified within the meaning of Code Section 401(a) (i) has received a favourable determination letter from the IRS as to its qualification or is a prototype, volume submitter, or master plan that has received an opinion or advisory letter from the IRS, and no known circumstances exist that would reasonably be expected to result in any such letter being revoked; and (ii) each US Plan complies in form and in operation with its terms and the requirements of the Code, ERISA and all applicable Laws, and nothing has occurred that would or would reasonably be expected to cause the loss of such qualification or the imposition of any penalty or Tax losses on the US Target.

- 3 GHUI, US Target and any applicable US Plan has at all times complied in all respects with all provisions of the Patient Protection and Affordable Care Act, to the extent applicable, including the employer shared responsibility provisions relating to the offer of "affordable" health coverage that provides "minimum essential coverage" to "full-time" employees (as those terms are defined in Section 4980H of the Code and related regulations), and the payment of the applicable penalty, and the applicable employer information reporting provisions under Section 6055 of the Code and Section 6056 of the Code and related regulations. The US Target is not reasonably expected to incur or be subject to, any Tax, penalty or other Losses that may be imposed under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended.
- 4 No US Plan is, and neither the US Target nor any ERISA Affiliate sponsors, maintains, administers or contributes to, or has ever sponsored, maintained, administered or contributed to, or has had or could have any Losses (whether direct or indirect, absolute or contingent and including on account of any ERISA Affiliate) with respect to, any employee benefit plan that (i) provides for defined benefit pension benefits or is subject to the funding standards of Section 302 of ERISA or Section 412 of the Code or subject to Title IV of ERISA; (ii) is a "multiemployer plan" (as defined in Section 3(37) of ERISA) (a "Multiemployer Plan"); (iii) is a "multiple employer plan" (as defined in Section 413(c) of the Code); (iv) is a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA); (v) is a voluntary employee benefit association (as defined in Section 501(a)(9) of the Code); (vi) is a tax-qualified "defined benefit plan" (as defined in Section 3(35) of ERISA); or (vii) a welfare benefit fund as defined in Section 419(e) of the Code. The US Target has not: (i) withdrawn from any pension plan under circumstances resulting (or expected to result) in a Loss to the Pension Benefit Guaranty Corporation; or (ii) engaged in any transaction which would give rise to a Loss of the US Target or Buyer under Section 4069 or Section 4212(c) of ERISA.
- 5 All required reports, summaries and communications (including Form 5500 Annual Reports, Summary Annual Reports, and Summary Plan Descriptions, and Form 1094-C and Form 1095-C) have been filed or distributed in compliance with the applicable requirements of ERISA, the Code and other applicable Laws with respect to each US Plan.
- 6 The US Target does not have any Losses for, and no US Plan provides or promises, any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or self-insured) to any Relevant Service Provider (other than coverage mandated by Section 4980B(f) of the Code or any similar applicable Laws).
- 7 The consummation of the transactions contemplated by this Agreement will not, either alone or in connection with any other event or transaction, (i) entitle any Relevant Service Provider to any compensatory payment or benefit (whether severance or otherwise), (ii) increase the amount of compensation of benefit due or payable to any such person set forth in the preceding clause (i), (iii) accelerate the time of payment, vesting or funding (through a grantor trust or otherwise) of any compensation, benefit, equity award, or increase the amount

of any compensation or benefit due to any such Relevant Service Provider, (iv) otherwise give rise to any liability under or require a contribution by any US Plan, (v) restrict the ability of the US Target to merge, amend or terminate any US Plan after the Completion in accordance with its terms, without material Losses to Buyer or the US Target other than ordinary administrative expenses typically incurred in a termination event, or (iv) result in the forgiveness of any loan to a Relevant Service Provider.

- 8 Each US Plan subject to Section 409A of the Code has at all relevant times been maintained in documentary and operational compliance with the requirements of Section 409A of the Code and the Treasury Regulations thereunder in all respects, and the US Target has complied in all respects in practice and operation with, all applicable requirements of Section 409A of the Code.
- 9 Neither the US Target nor any ERISA Affiliate has any current or contingent obligation to gross up, indemnify, reimburse or otherwise make whole any person for any excise taxes, interest or penalties incurred pursuant to Section 409A or 4999 of the Code, or otherwise (including any corresponding provisions of state, local or foreign Tax law).
- 10 No payment or benefit, individually or together with any other payment or benefit, that could be received (whether in cash, property or the vesting of property), as a result of the transactions contemplated by this Agreement, either alone or in combination with another event, by any Relevant Service Provider would not be deductible by reason of Section 280G of the Code or could be subject to an excise tax under Section 4999 of the Code.

PART 14 REAL PROPERTY

- 1 The particulars set out in Schedule 2 (*Real Property*) are true and accurate in all material respects.
- 2 The Properties are the only real property owned or occupied by a Target Company and no Target Company has any right of ownership, use, options, right of first refusal or obligation to purchase or acquire or liabilities in relation to any estate or interest in any land or buildings other than the Properties or pursuant to the Leases.
- 3 Complete and accurate copies of the Leases affecting each Property have been provided in the Data Room.
- 4 So far as the Seller is aware, no Target Company has any liability as tenant or guarantor (which liability is reasonably likely to be material in the context of the lease) arising from or relating to any real property previously used, occupied, leased or owned by that Target Company.
- 5 The Properties are free from any mortgage or charge, security interest, option, right of pre-emption, licence, rent charge, Encumbrance, overriding interest (as defined in the Land Registration Act 2002), or lien or other similar interest of any kind (including any arising by statute).
- 6 So far as the Seller is aware, save pursuant to the Hydrogen Lease, there are no easements, covenants, rights of way, Encumbrances, or other restrictions encumbering the Properties that, individually or in the aggregate, would or could reasonably be expected to impair the continued use, occupancy, valuation, and operation of the Properties or the business conducted thereon.
- 7 Each relevant Target Company is the legal and beneficial leasehold owner to, and in actual occupation and possession of, the Properties the subject of the Leases (and of the fixtures and fittings within them), free from Encumbrances, and, so far as the Seller is aware, no person, other than the relevant Target Company or the reversioner of such Properties, has any right to occupy the Properties the subject of the Leases. No Target Company has leased, licensed or otherwise granted any person or entity the right to use or occupy the owned Properties.

- 8 Other than in the ordinary course of business, the Seller is not aware of any major item of expenditure in relation to the Properties already incurred by the landlord or any Target Company of any of the Properties or expected to be incurred by any such lessor or any Target Company within the next 12 months which is reasonably expected to be recoverable in whole or in part from a Target Company.
- 9 So far as the Seller is aware, the state of repair and condition of the Properties could not reasonably be expected to impair the continued use, occupancy and operation of the Properties for the Business conducted thereon.
- 10 So far as the Seller is aware, there are no construction, developments, redevelopment works or fitting out works outstanding in respect of any of the Properties or any retentions or payments owed or due by a Target Company in respect of any such works.
- 11 So far as the Seller is aware, no written notice of any repair or dilapidations claims in respect of any Properties the subject of the Leases has been received by any Target Company in the preceding 12 months or is otherwise outstanding and the last demands for rent (or receipts if issued) were unqualified.
- 12 So far as the Seller is aware, no Target Company has received written notice of any material breach of the Leases which notice remains outstanding and, so far as the Seller is aware, all Leases are valid and in full force and effect, and none of the Seller is aware of any threat of, or any matter which would with the passage of time give rise to, a notice of material breach being served or cause or permit acceleration or other adverse changes of any right or obligation or the loss of any benefit under any of the Leases.
- 13 Each relevant Target Company has paid the rent (including any additional charges) falling due and payable under the Leases.
- 14 No rent review is in progress or otherwise outstanding under any of the Leases.
- 15 So far as the Seller is aware, the Properties are not subject (or, so far as the Seller is aware, reasonably likely to become subject) to any matter which might adversely affect a Target Company's ability to carry on its existing business from the relevant Property in the same manner as at present.
- 16 So far as the Seller is aware, no Target Company is, nor is alleged to be, in material breach of any covenant, restriction, condition or obligation (whether statutory or otherwise) or other Encumbrance affecting the Properties or their use.
- 17 So far as the Seller is aware, no notice, action, claim, proceeding, demand, dispute or liability (contingent or otherwise) in respect of any Property or its use or operations or any violation of Law with respect to such Property, or any machinery, plant or equipment in any Property is outstanding or, so far as the Seller is aware, reasonably anticipated and the Seller is not aware of any matter which would reasonably be expected to lead to any such notice, complaint or requirement being issued or made.
- 18 All deeds and documents necessary to prove the title of a Target Company to the owned Properties have been provided in the Data Room and, where the title to any of the Properties is registered, the relevant Target Company is shown on the register thereof at the Land Registry (or applicable in the relevant jurisdiction) as the proprietor with absolute title.
- 19 So far as the Seller is aware, the development and use of the Properties comply in all material respects with all Planning Laws.
- 20 In relation to the Properties, in the reasonable opinion of the Seller no operative or implemented planning permission granted in the 5 years prior to the date of this Agreement has been given subject to unusual or onerous conditions or on a temporary or personal basis and, so far as the Seller is aware, no permission has been the subject of any enforcement process or suspended

or remains unimplemented in whole or in part and no planning application has been submitted which awaits determination.

PART 15
ENVIRONMENTAL AND HEALTH AND SAFETY

- 1 Each Target Company is complying, and has at all times complied in all material respects with all EHS Laws.
- 2 So far as the Seller is aware, all Consents required or issued under EHS Laws which are necessary for carrying on the business of any Target Company, and including in relation to any discharge of water or wastewater, waste management, storage or Release of Hazardous Substances are in full force and effect and have been complied with in all material respects and, so far as the Seller is aware, there are no circumstances that could give rise to the modification, suspension or revocation of, non-compliance with, or lead to the imposition of unusual or onerous conditions on, or prejudice the renewal of, the same.
- 3 No proceeding or action relating to EHS Laws has been taken or, is pending, or so far as the Seller is aware, is threatened against any Target Company, any employees, directors or officers of any Target Company by any Competent Authority or third party, and so far as the Seller is aware there is no circumstance, condition, occurrence, action, inaction, omission, incident, activity or event that could give rise to any such proceeding, action, investigation, or claim relating to EHS Laws.
- 4 So far as the Seller is aware, there has been no Release by any Target Company at, in, on, under, migrating to, or from any Property or structure owned, leased, or occupied by any Target Company, and there are no Hazardous Substances in, on, under, emanating from, or migrating onto any portion of any Property or structure currently owned, leased, or occupied by, previously owned, leased, or occupied by any Target Company, in any case that would reasonably be expected to give rise to any material liability, investigation, enforcement action, designation of any Property as contaminated by any Competent Authority or to a material liability under any EHS Laws, and so far as the Seller is aware no such liability, investigation, enforcement action or designation has occurred, is pending, notified or is threatened.
- 5 Each Target Company has provided Buyer with, in the Data Room, true and correct copies of all material assessments, audits, investigations, inspections, and reports in their possession, custody, or under their reasonable control pertaining or related to any Property owned, leased, or occupied by any Target Company including any required under EHS Laws.
- 6 So far as the Seller is aware, there are no landfills, above-ground or underground storage tanks or uncontained or unlined storage treatment or disposal areas for any Hazardous Substance at, in, on or under any Property other than in material compliance with all EHS Laws and Consents.
- 7 So far as the Seller is aware, no Target Company has generated, manufactured, produced, stored, handled, sold, treated, used, disposed or arranged for the disposal of, placed, transported or arranged for the transportation of, recycled, distributed, exposed any Person to, or Released any Hazardous Substances in a manner that could result in a material violation of or a material liability under any EHS Law.
- 8 So far as the Seller is aware, no Target Company has agreed to assume any actual liability under any EHS Laws.

PART 16
TAX

COMPLIANCE - GENERAL

- 1 All notices, returns, reports, claims (including R&D tax credit claims) accounts, computations, statements, elections, assessments and registrations and any other necessary information

submitted, or which should have been submitted, by each Target Company to any Tax Authority for the purposes of Tax ('**Tax Returns**') have been made on a proper basis, were submitted within applicable time limits, were accurate and complete in all material respects when supplied and remain accurate and complete in all material respects. None of the above is, or, so far as the Seller is aware, is likely to be, the subject of any dispute with a Tax Authority.

- 2 All Tax for which each Target Company has been liable or is liable to account, has been duly paid (insofar as such Tax ought to have been paid).
- 3 Each Target Company has properly operated the Pay As You Earn system (including its application to National Insurance contributions) (or analogous system outside the United Kingdom) and has complied with all of its reporting obligations to HMRC or other relevant Tax Authority in connection with all benefits provided for employees and/or directors.
- 4 Each Target Company maintains complete and accurate records, invoices and other information in relation to Tax, that meet all legal requirements and enable the Tax liabilities of that Target Company to be calculated accurately.
- 5 No Target Company is, or has in the last six years been, liable to any penalty, interest, fine, default surcharge or any other similar payment in connection with any Tax. So far as the Seller is aware, there are no circumstances which are likely to result in any Target Company becoming liable to pay any penalty, interest, fine or default surcharge in connection with any Tax.
- 6 No Target Company is, nor has been at any time in the last six years, involved in any dispute with or been subject to investigation, non-routine visit, audit, enquiry, access order or discovery by any Tax Authority and, no such dispute, investigation, non-routine visit, audit, enquiry, access order or discovery is planned or has been threatened in writing, and, so far as the Seller is aware, there is no fact or circumstance which is likely to give rise to such dispute, investigation, non-routine visit, audit, enquiry, access order or discovery.
- 7 No Target Company is, nor (so far as the Seller is aware) is likely to become, liable to pay, or make reimbursement or indemnity in respect of, any Tax (or amounts in respect of Tax) in consequence of the failure by any other person to discharge any Tax.
- 8 No Tax Authority operates any special arrangement in relation to the Tax affairs of any Target Company (being an arrangement not based on a strict application of the relevant Tax legislation and not available to taxpayers generally (by way of statements of practice or published concession or otherwise)).
- 9 No Tax liability will arise in any Target Company as a result of entering into this Agreement or Completion, for example by deeming for Tax purposes any Target Company to dispose of and reacquire any assets (whether tangible or intangible).
- 10 The Accounts include provision or reserve (as appropriate) in accordance with generally accepted accounting practice for all Tax liable to be assessed on each Target Company or for which each Target Company is accountable in respect of profits earned, accrued or received on or before the Accounts Date, proper provision has been made in the Accounts for deferred Tax in accordance with generally accepted accounting practice.
- 11 All clearances and consents obtained by each Target Company from any Tax Authority were based on accurate disclosure of all the relevant facts and circumstances and no such clearance or consent is liable to be withdrawn, nullified or rendered void and the transactions or other events for which the clearance or consent was obtained have been carried into effect (if at all) only in accordance with the terms of the application and the clearance or consent.
- 12 No Target Company has entered into an agreement or waiver extending any statute of limitations with respect to Taxes, agreed to any extension of time with respect to a Tax assessment or deficiency, or entered into any closing agreement under applicable Tax

Legislation (other than extensions of time to file the most recently due tax returns as offered to taxpayers without need for consent). No power of attorney granted by any Target Company with respect to any Taxes is currently in force.

- 13 Each Target Company has withheld or collected and timely paid over to the appropriate Tax Authority all Taxes required by Law to be withheld or collected and paid, and each Target Company has properly received and maintained any and all certificates, forms, and other documents required by Law for any exemption from withholding and remitting any Taxes and has complied with all information reporting requirements, including US IRS Forms 1042-S, 1099, and W-2 and any US state or local equivalent forms that are required to have been filed with the appropriate Tax Authority or provided to the appropriate persons.
- 14 No Target Company is a party to, is bound by, or has any obligation under any Tax allocation contract or agreement, Tax sharing contract or agreement, Tax indemnity contract or agreement, or other similar contract or agreement relating to Taxes.
- 15 The US Target has disclosed on its Tax Returns all positions taken therein that are likely to give rise to a substantial understatement of US federal income tax within the meaning of Section 6662 or Section 6662A of the Code (or any similar provision of US state or local Tax Law). The US Target has not participated in, and is not currently participating in: (i) any "reportable transaction", as defined in Section 6707A(c)(1) of the Code and US Treasury Regulations Section 1.6011-4(b), or (ii) any transaction requiring disclosure under a corresponding or similar provision of US state or local Tax Legislation.
- 16 The US Target has not distributed the equity interests of another person or had its equity interests distributed by another person, in a transaction intended or purported to be governed, in whole or in part, by Section 355 or 361 of the Code (or any corresponding or similar provision of US state or local Tax Law).
- 17 The US Target is in compliance with all applicable escheat, unclaimed property, or similar Laws and has timely paid to the appropriate Competent Authority all amounts required to be paid by the US Target thereunder.
- 18 Since the US Target will be treated as a disregarded entity for U.S. federal income tax purposes, the US Target will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any Tax period (or portion thereof) beginning after the Completion Date as a result of any: (i) change in method of accounting for a Tax period (or portion thereof) ending on or before the Completion Date; (ii) use of an improper method of accounting for a Tax period (or portion thereof) ending on or before the Completion Date; or (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of US state or local Tax Legislation) executed prior to Completion.
- 19 Except for the Disregarded Entity Election, prior to Completion, the UK Target has never filed, and will not file, a US Internal Revenue Service Form 8832 (Entity Classification Election). At all times from and after the DRE Effective Date, the UK Target will be validly classified as a disregarded entity for US federal income tax purposes (and, where applicable, US state and local Tax purposes). The UK Target's entity classification was [not] "relevant" (within the meaning of US Treasury Regulations Section 301.7701-3(d)) at any time during the sixty months prior to the DRE Effective Date.
- 20 At all times from and after the LLC Conversion, the US Target will be validly classified as a disregarded entity for US federal income tax purposes (and, where applicable, US state and local Tax purposes), and no election will be filed or made to change such classification for US federal income tax purposes (and, where applicable, US state and local Tax purposes).
- 21 No Target Company is, or will be as a result of arrangements entered into prior to the date of this Agreement, obliged to make or be entitled to receive any payment for the surrender of losses under Part 5 or Part 5A of CTA 2010 or for the surrender of tax refunds under section 963 of CTA 2010 in respect of any period ending on or before the date of this Agreement or any repayment of such a payment.

TAX RESIDENCY

- 22 Each Target Company is, and has at all times been, resident for Tax purposes solely in its jurisdiction of formation provided that the US Target is a resident of the United States and may have been resident in states (within the United States) other than its state of formation due to having an office or property in such state or doing business in that state.
- 23 No Target Company has, nor has had at any time, any permanent establishment or other taxable presence in any jurisdiction other than its jurisdiction of formation.

TAX GROUPS

- 24 The Disclosure Letter contains full particulars of all groups and/or fiscal unities, in each case for Tax purposes, of which each Target Company is, or has at any time in the last six years been, a member other than solely with the other Target Company.

EMPLOYEE BENEFITS

- 25 Full details of any loans or advances made, or agreed to be made, by any Target Company or the Seller to or for the benefit of any officers or employees (including any former officers and employees) of any Target Company have been disclosed in the Disclosure Letter where those loans or advances existed (or were subject to an agreement to be made) at any time in the last six years. No Target Company or Seller has released or written off, or agreed to release or write off, the whole or any part of any such loans or advances, and no such loans or advances remain outstanding or unpaid at Completion.
- 26 The Disclosure Letter contains details of all shares, rights to shares or options in respect of shares which have at any time been granted or provided to any employee, director or officer or any former employee, director or officer of a Target Company (including the grant or re-grant, amendment or variation and exercise of such options) and which could give rise to a liability to Tax or any payroll or reporting obligation for a Target Company.
- 27 There are no employee benefit trusts, family benefit trusts or similar arrangements established by any Target Company or any shareholder of any Target Company under which any current or former employees or directors of any Target Company (or any nominees or associates of such employees or directors) may benefit in any form.
- 28 No payments or loans have been made to, no assets have been made available or transferred to, and no assets have been earmarked, however informally, for the benefit of, any employee or former employee (or any associate of such employee or former employee) of any Target Company by an employee benefit trust or another third party, falling within the provisions of Part 7A ITEPA 2003 (as defined in paragraph 1 of Schedule 9 (*Tax Covenant*)) and no trust or arrangement exists which is capable of conferring such a benefit.

TRANSFER PRICING

- 29 No Target Company has made or been required to make any adjustment to its profits under transfer pricing legislation, and all transactions or arrangements made by each Target Company have been made on arm's length terms and the processes by which prices and terms have been arrived at have, in all cases, been fully and properly documented in all material respects so far as required by applicable Law.
- 30 No Target Company has entered into any advance pricing agreement or bilateral advance pricing arrangement with any Tax Authority.

ESTATE AND INHERITANCE TAX

- 31 So far as the Seller is aware, no Target Company is liable to be assessed to any estate or inheritance tax and neither its assets nor its shares are subject to any charge (or are liable to be subject to any charge, mortgage or sale) in relation to any unpaid estate or inheritance tax.

STAMP AND TRANSFER DUTIES

- 32 All instruments and documents executed by any Target Company have been properly stamped, and any stamp, transfer, registration or transaction taxes or duties applicable in any applicable jurisdictions have been paid in respect of such instruments and documents (as relevant).
- 33 All documents to which any Target Company is a party and which affect the right, title or interest of such Target Company to or in any of its property or, in the enforcement of which the relevant Target Company is otherwise interested, were duly stamped within the requisite period for stamping.

TAX AVOIDANCE

- 34 No Target Company has been involved in any transaction, series of transactions, scheme or arrangement a main purpose of which was the avoidance, deferral or mitigation of Tax, or in any commercial transaction into which steps were inserted with a main purpose of avoiding, mitigating or deferring Tax.

VAT

- 35 The UK Target is a taxable person for UK VAT purposes, has been registered for UK VAT at all times that it has been required to be registered by the relevant legislation and its registration is not subject to any conditions imposed by or agreed with any Tax Authority. No Target Company is registered (or required to be registered) for VAT in any jurisdiction outside of the UK.
- 36 No Target Company owns any assets which are capital items for the purposes of the capital goods scheme under Part XV of the Value Added Tax Regulations 1995 and which could be subject to adjustment under such scheme.
- 37 Each Target Company can make full recovery of input tax (or its equivalent in any applicable jurisdiction) for VAT purposes.

CORPORATE CRIMINAL OFFENCES

- 38 As far as the Seller is aware, no person, acting in the capacity of an Associated Person (as defined in section 44(4) of the CFA 2017) of any Target Company has committed:
- 38.1 a UK tax evasion facilitation offence under section 45(5) of the CFA 2017; or
- 38.2 a foreign tax evasion facilitation offence under section 46(6) of the CFA 2017.
- 39 Each Target Company has in place (and has had in place at all relevant times) such prevention procedures (as defined in sections 45(3) and 46(4) of the CFA 2017) as are proportionate to its business risk and are in line with any guidance published from time to time pursuant to section 47 of the CFA 2017.

PART 17 BROKERS

- 1 There are no brokerage commissions, finders' fees or similar compensation payable in connection with the Transaction based on any arrangement or agreement made by or on behalf of the Seller or any Target Company.

SCHEDULE 6 SELLER'S PROTECTION

INTERPRETATION AND APPLICATION

- 1 This Schedule limits the liability of the Seller under this Agreement to the extent set out herein.
- 2 Notwithstanding any other provision of this Schedule, save for paragraph 8 of this Schedule 6, none of the limitations, exclusions, caps, baskets, thresholds, de minimis amounts, time limits, notice requirements, conduct requirements, mitigation principles, or other restrictions set out in this Schedule shall apply to, limit, or otherwise affect, any claim, liability, indemnity, reimbursement obligation, undertaking, or remedy arising out of, under, or in connection with: (a) clause 6.4 (to the extent relating to the mechanics of the issuance and transfer of the Consideration Shares); (b) clause 6.5 (Seller onward distributions); (c) clause 19 (Registration Rights), including the expense, indemnity, advance-funding, reimbursement-survival, and information-update provisions thereof; (d) clause 20 (Lock-Up), including all transfer restrictions, stop-transfer authorisations, and legend requirements; (e) clause 21 (Securities Law Representations, Covenants and Indemnities), including all representations, warranties, covenants, undertakings, and indemnities of the Seller and the Selling Stockholders set out therein; (f) any Selling Stockholder Indemnity, Securities Law Certificate, Registration Rights Joinder, Lock-Up Agreement, or Lock-Up Joinder delivered to IM Inc. or the Buyer; (g) any obligation of the Seller or any Selling Stockholder to reimburse Registration Expenses or to bear Selling Expenses; (h) any breach of the Seller's or any Selling Stockholder's transfer restrictions, information covenants, or update covenants; (i) any breach of the confidentiality of any suspension notice, blackout notice, or similar notice delivered by IM Inc.; and (j) any claim for injunctive relief, specific performance, or other equitable remedy in respect of any of the foregoing. The matters listed in paragraphs (a) to (j) above are referred to in this Agreement as the **'Carved-Out Securities Matters'**.
- 3 The limitations, exclusions and other provisions in this Schedule:
 - 3.1 save as expressly provided in this Schedule, shall not apply to any Warranty Claim relating to the Fundamental Warranties;
 - 3.2 shall not apply:
 - (a) to any Warranty Claim or Tax Claim that arises from; or
 - (b) to the amount by which any Warranty Claim or Tax Claim is increased as a result of; or
 - (c) where the delay in the discovery of any Warranty Claim or Tax Claim arises from; fraud or wilful concealment by the Seller. The amount, or the increase in the amount, of any such Warranty Claim or Tax Claim shall accordingly be disregarded for the purpose of calculating the amounts specified in paragraphs 5, 7, and 8.

TIME FOR MAKING WARRANTY CLAIMS, TAX CLAIMS AND INDEMNITY CLAIMS

- 4 The Seller shall not (subject to paragraph 2 and 3) be liable for a Warranty Claim, Tax Claim or Indemnity Claim unless:
 - 4.1 the Buyer gives to the Seller written notification of the particulars of the Warranty Claim, Tax Claim or Indemnity Claim in reasonable detail (if and to the extent known):
 - (a) in the case of a Warranty Claim relating to the Fundamental Warranties, on or before the seventh anniversary of Completion;
 - (b) in the case of a Tax Claim, on or before the date which falls 90 days after the expiry of the applicable statutory period of limitation for an audit or assessment by the relevant Tax Authority in respect of the Tax that is the subject of the relevant Tax Claim;

- (c) in the case of an Indemnity Claim, on or before the second anniversary of Completion;
or
 - (d) in any other case, on or before the third anniversary of Completion; and
- 4.2 in the case of a Warranty Claim, liability for the Warranty Claim is accepted by the Seller in writing or court proceedings in respect of the Warranty Claim are instituted and duly served in either case within nine months from the date of notification of the Warranty Claim under paragraph 4.1.

EXCLUSION OF SMALL WARRANTY CLAIMS

- 5 The Seller shall (subject to paragraph 2) not be liable for a Warranty Claim (excluding any Warranty Claim relating to the Fundamental Warranties) unless the amount payable in respect of that Warranty Claim exceeds £50,000 in respect of Warranty Claims (other than Warranties set out in paragraphs 1-8 of Part 5 of Schedule 5) or exceeds £10,000 in respect of Warranties set out in paragraphs 1-8 of Part 5 of Schedule 5 or Warranty Claims.
- 6 For the purpose of paragraph 5, two or more Warranty Claims arising from the same circumstance or event, or from the same set of circumstances or series of events, shall be treated as a single Warranty Claim.

MAXIMUM LIABILITY AND W&I POLICY

- 7 Subject to paragraph 8, the total liability of the Seller for all Warranty Claims (other than Excluded Claims) and Tax Claims (other than Excluded Claims) shall not exceed £1.00 and the Buyer acknowledges and agrees that its sole recourse above such amount for any Warranty Claim (other than Excluded Claims) or Tax Claim (other than Excluded Claims) shall be a claim under the W&I Policy. The Buyer acknowledges and agrees that such limit shall apply notwithstanding the terms of the W&I Policy or any subsequent non-payment under the W&I Policy or any vitiation or expiry or termination of the W&I Policy or insolvency of the insurers of the W&I Policy. The Buyer undertakes to the Seller that no amendment, variation or waiver shall be made to or in respect of the subrogation provisions or the rights of third party provisions of the W&I Policy (including the provisions of the W&I Policy Extract which is delivered to the Seller on exchange of this Agreement).
- 8 Subject to paragraph 7, the aggregate liability of the Seller in respect of all Excluded Claims, Indemnity Claims, the Carved-Out Securities Matters and any other claims against the Seller under this Agreement shall not exceed an amount equal to the aggregate of the UK Consideration and the US Consideration.

CHANGES IN LEGISLATION ETC

- 9 The Seller shall not be liable for any Warranty Claim if and to the extent that the Warranty Claim arises or the amount of the Warranty Claim is increased after the date of this Agreement as a result of:
- 9.1 the enactment of any Law after the date of this Agreement; or
 - 9.2 a judgment or change in the interpretation or application of any Law or any ruling or practice of any Competent Authority (including any Tax Authority) after the date of this Agreement.

COMPLETION ACCOUNTS

- 10 The Seller will not be liable in respect of an Excluded Claim and/or Indemnity Claim arising out of a matter or circumstance that is provided for in Completion Accounts unless the

provision is insufficient, in which case this paragraph 9 will not limit the Seller's liability to the extent that the provision is insufficient.

RECOVERY FROM THIRD PARTIES

- 11 The amount of the Seller's liability for any Warranty Claim and/or Indemnity Claim shall be reduced by any sum which is recovered (whether by way of insurance, indemnification or otherwise) by the Buyer (or any other member of the Buyer Group (otherwise than from another of those companies)) from a third party in respect of the loss or damage suffered because of the relevant breach, less the amount of any reasonable costs and expenses incurred in obtaining payment of that sum and of any Tax for which the Buyer (or any other member of the Buyer Group) may be liable because of its receipt of that sum and if the Seller has paid to the Buyer any amount in respect of the Warranty Claim or Indemnity Claim (as applicable) before the recovery of that sum, the Buyer shall repay to the Seller, or procure the repayment to the Seller of, the amount by which the liability is so reduced.

NO DOUBLE RECOVERY

- 12 The Buyer shall not be entitled to recover damages or otherwise obtain reimbursement or restitution under this Agreement more than once in respect of the same loss.

NO RESCISSION

- 13 Rescission shall not be available as a remedy for any breach of this Agreement after Completion.

CONTINGENT LIABILITIES

- 14 The Seller shall not have any liability in respect of a Warranty Claim relating to or arising from a liability that is contingent or not otherwise capable of being quantified unless and until that liability ceases to be contingent and becomes an actual liability that is capable of being quantified.
- 15 So long as any Warranty Claim arising by reason of a contingent liability shall have been notified to the Seller in accordance with paragraph 4.1, then paragraph 4.2 shall be amended in relation to such Warranty Claim so as to require that proceedings be commenced within 12 months from the date on which such contingent liability ceases to be contingent.

DUTY TO MITIGATE

- 16 Nothing in this Schedule shall diminish the Buyer's common law obligations to take reasonable steps to mitigate any losses which it or a member of the Buyer Group may suffer or incur arising out of any Warranty Claim.

LIMITATION ACT

- 17 The Seller shall not plead the Limitation Act 1980 in respect of any Tax Claim.

CONDUCT OF CLAIMS

- 18 If the Buyer becomes aware of any claim or threatened claim by any person who is not a party to this agreement against the Buyer or the UK Target that, in each case, may give rise to an Indemnity Claim (a **Third Party Claim**), the Buyer must:
- 18.1 as soon as reasonably practicable give written notice of the Third Party Claim to the Seller, so far as practicable, specifying reasonable details of the nature of the Third Party Claim;

- 18.2 keep the Seller fully informed of the progress of, and all material developments in relation to, the Third Party Claim and provide the Seller with copies of all information and correspondence relating to the Third Party Claim; and
- 18.3 give, and procure that each member of the Buyer's Group will give, the Seller and their professional advisers access at reasonable times within working hours and on reasonable prior notice of not less than 48 hours to its premises and personnel and to any relevant assets, accounts, documents or records within its control (and subject to any applicable confidentiality obligations), for the purposes of enabling the Seller and their advisers to assess the Third Party Claim and enabling the Seller to exercise and their rights under this paragraph 18;
- 18.4 subject to the Seller indemnifying the Buyer in accordance with paragraph 18 of this Schedule, take (and procure that each member of its Group will take) such action as the Seller may reasonably request in writing to avoid, dispute, resist, mitigate, compromise or defend the Third Party Claim and to appeal against any judgment given in respect of it; and
- 18.5 in respect of any Third Party Claim in relation to the CEO Claim and Environmental Indemnity only, not, and must procure that no other member of its Group will, agree any compromise or settlement, or make any admission of liability or payment in relation to such Third Party Claim without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed).
- 19 The Seller must indemnify the Buyer in respect of all reasonable costs, charges, liabilities and expenses that are properly incurred by the Buyer or any other member of its Group as a consequence of any actions taken by or at the request of the Sellers in accordance with paragraph 18.4 or paragraph 18.5 of this Schedule.
- 20 For the purposes of paragraph 18.4 or 18.5, the Buyer shall not be required to take any action or refrain from taking any action, and will be deemed to have acted reasonably in not taking any action or refraining to take action, where doing so or would reasonably be likely to:
 - 20.1 be a breach of applicable Laws; or
 - 20.2 have a material adverse effect on any of the Buyer or any Target Group Company.
- 21 In the event that a Third Party Claim also constitutes (or becomes) an Uninsured Tax Demand (as defined in Schedule 9 (*Tax Covenant*)), the provisions of paragraph 18 shall not apply to that Third Party Claim and the provisions of paragraph 4 of Schedule 9 (*Tax Covenant*) shall apply instead.

CONDUCT OF CEO CLAIM

- 22 Subject to paragraph 23 of this Schedule 6, the Buyer shall and shall procure that the UK Target, delegates the conduct of any legal proceedings in respect of the CEO Claim. For this purpose, the Buyer must retain a firm of solicitors selected by the Seller to proceed on behalf of the Buyer in relation to the CEO Claim in accordance with the instructions of the Seller, and the Buyer must give such information and assistance to the Seller or the appointed solicitors as they may reasonably require in connection with the conduct of the CEO Claim.
- 23 The Buyer shall not be required to take any action or refrain from taking any action, and will be deemed to have acted reasonably in not taking any action or refraining to take action, where doing so or would reasonably be likely to:
 - 23.1 be a breach of applicable Laws; or
 - 23.2 have a material adverse effect on any of the Buyer or the UK Target.
- 24 For the purposes of paragraph 22 of this Schedule 6, the Buyer and the Seller agree that they, together with the UK Target, share a common legal interest in the CEO Claim and any information can be exchanged between them on a confidential basis.

CONSENT

- 25 The Seller will have no liability in respect of any Warranty Claim if and to the extent that the relevant Warranty Claim arises or is increased as a result of an act, omission or transaction carried out, or as the case may be, omitted to be carried out prior to Completion either at the written request of, or with the prior written consent of, the Buyer.

SCHEDULE 7 PRE-COMPLETION OBLIGATIONS

- 1 The Seller shall procure that to the extent permitted by law and except with the prior written consent of the Buyer (not to be unreasonably withheld or delayed) no Target Company shall at any time before Completion:
 - 1.1 create, allot, issue, repurchase or redeem any shares or other securities;
 - 1.2 pass any shareholder resolution (whether in general meeting or by written resolution);
 - 1.3 appoint or terminate the appointment of any director or officer;
 - 1.4 declare, make or pay any dividend or other distribution (including any distribution of any insurance proceeds received between the date of this Agreement and Completion other than any proceeds received pursuant to the BI Insurance Claim);
 - 1.5 make any change in the nature of its business as carried on at the date of this Agreement;
 - 1.6 manage its business otherwise than in the ordinary course of business;
 - 1.7 do or omit to do anything which the Seller is aware is reasonably likely to materially adversely affect the financial position or goodwill of its business;
 - 1.8 dispose of, whether by one or a series of transactions, the whole or a substantial part of its business, undertaking or assets;
 - 1.9 dispose of any shares or other securities in any Target Company or acquire any shares or other securities in any company or any interest in any of the same or take any other action where any company becomes its subsidiary undertaking;
 - 1.10 dispose of any material asset used or required for the operation of its business in excess of £1,000,000;
 - 1.11 save in relation to the upgrade of the electrical systems in Connecticut, incur any capital expenditure in excess of £500,000 in any individual case or £2,000,000 in the aggregate;
 - 1.12 acquire, whether by one or a series of transactions, the whole or a substantial part of the business, undertaking or assets of another person;
 - 1.13 enter into any contract or commitment for an amount exceeding in any one instance £1,000,000 and which by its terms is capable of lasting more than 12 months, or which is in any way otherwise than in the ordinary course of its business;
 - 1.14 make or permit any amendment, variation, deletion, addition, renewal or extension to or of, or terminate or give any notice or intimation of termination of any of the Material Contracts or breach, repudiate or fail to comply with the terms of any of the Material Contracts;
 - 1.15 enter into any transaction other than on arm's length terms;
 - 1.16 terminate or allow to terminate or lapse any contracts which any Target Company is required by applicable Laws to hold in order to carry on its business in the ordinary course;
 - 1.17 make any payment or incur any liability to or enter into agreement or arrangement with the Seller or any Connected Person of the Seller or any of Ian Martin Jones, Peter Kendal Hargreaves, Rosemary Jane Hargreaves or Michelmores Trust Corporation Limited other than the payment of salary and provision of employment benefits in the ordinary course of business;

- 1.18 enter into any lease purchase, hire purchase or similar agreement or arrangement for payment on deferred terms in excess of £1,000,000;
- 1.19 grant, modify, agree to terminate or permit the lapse of any Intellectual Property Rights or enter into any agreement in respect of such rights;
- 1.20 change the use of the Properties or vary the terms on which it holds the Properties or on which the Properties are occupied under any lease, tenancy or licence or settle any rent review or purchase, lease or licence any new real property;
- 1.21 enter into, amend, renew or prematurely repay any material loan, borrowing or other form of funding, financial facility or assistance excluding trade debtors and creditors in the ordinary course;
- 1.22 enter into, amend or terminate any foreign exchange contract, interest rate swap, collar, guarantee or agreement or other interest rate instrument or any contract or arrangement relating to derivatives or differences or in respect of which the financial outcome is to any extent dependent upon future movements of an index or rate of currency exchange or interest or in the future price of any securities or commodities;
- 1.23 create or grant any Encumbrance over any of its assets or undertaking;
- 1.24 make any loan to any person or grant any financial facility or assistance to, or guarantee or indemnity for, any person;
- 1.25 commence, settle or discontinue any legal proceedings or arbitration or settle or release any claim, demand or dispute or waive any right in relation to any of the foregoing, except for routine debt collection not exceeding £100,000 in aggregate;
- 1.26 enter into, amend or terminate any joint venture, partnership or agreement or arrangement for the sharing of any profits or assets;
- 1.27 terminate the employment of any of its employees whose gross annual remuneration exceeds £100,000 or engage any new employee whose gross annual remuneration exceeds £100,000 or make or agree to make any material alteration to the terms of employment of any of its employees;
- 1.28 enter into any death, retirement, profit sharing, bonus, share option, share incentive or other scheme or any non-contractual benefit for the benefit of any of its directors, officers, employees, or their dependants or make any variation to any existing scheme or benefit;
- 1.29 permit or suffer any of its insurances in respect of any of its assets or its business to lapse or do anything which would make any policy of insurance void or voidable;
- 1.30 alter, amend or vary or agree to alter, amend or vary the accounting policies of any Target Company, unless such alteration, amendment or variation is required by law or relevant accounting requirements;
- 1.31 seek, change or agree to a Tax ruling or file any Tax return, claim, election or other document relating to Tax on a basis inconsistent with past practice or alter its Tax reporting or payment practices or change any material basis, accounting method, accounting period, policy or practice relating to Tax, or change its Tax residence or establish a new permanent establishment or other taxable presence in any jurisdiction for Tax purposes;
- 1.32 amend, retract or re-submit any Tax return which has previously been submitted to a Tax Authority, or amend, disclaim or revoke any claim, surrender or election relating to Tax which has previously been received or submitted or notified to any Tax Authority or otherwise given effect pursuant to applicable law, in each case unless such action and its effect is not material;

- 1.33 settle, compromise, agree or negotiate any non-routine audit, enquiry, assessment, dispute or litigation relating to Tax with any Tax Authority; or
- 1.34 enter into any agreement or obligation to do anything prohibited by paragraph 1.1 to 1.33 inclusive.
- 2 From the date of this Agreement until Completion, the Seller shall:
 - 2.1 not, without the prior written consent of the Buyer (not to be unreasonably withheld or delayed), do or omit to do, or permit or procure any other person to do or omit to do, any act or thing the doing or omission of which, so far as the Seller is aware (acting reasonably and in good faith) at the relevant time, would be reasonably likely to cause, constitute or result in a breach of any of the Fundamental Warranties;
 - 2.2 promptly notify the Buyer in writing of any matter that the Seller is aware (acting reasonably and in good faith) at the relevant time would constitute a Material Adverse Change;
 - 2.3 procure that the business of each Target Company is conducted in the ordinary course and in all material respects in accordance with all Laws; and
 - 2.4 not, without the prior written consent of the Buyer (not to be unreasonably withheld or delayed), do, or permit or procure any other person to do, any act or thing the doing of which would result in the business of any Target Company not being conducted in the ordinary course and in all material respects in accordance with all Laws (in the relevant parts of the world in which that business is carried on); and
- 3 Nothing in paragraphs 1 or 2 above shall operate to prevent any action or matter which:
 - 3.1 is required by Law;
 - 3.2 is permitted or required in relation to the US Reorganisation; or
 - 3.3 is expressly permitted or expressly required by any Transaction Document.

**SCHEDULE 8
RESTRICTIVE COVENANTS**

**PART 1
INTERPRETATION**

1 In this Schedule:

'Restricted Business' means any business which competes with any business carried on by any Target Company as at the Completion Date (including any business which is, as at Completion, planned to be carried on by any Target Company); and

'Restricted Territory' means the United Kingdom and the United States.

**PART 2
RESTRICTIONS**

1 The Seller shall not, and shall procure that each of its Connected Persons shall not (subject to paragraph 2), without the prior written consent of the Buyer:

1.1 for a period of three years from the Completion Date directly or indirectly carry on or be engaged or interested in any way in a Restricted Business, within the Restricted Territory except as provided by Part 3 of this Schedule;

1.2 for a period of three years from the Completion Date directly or indirectly (whether alone or in conjunction with or on behalf of some other person) solicit or entice, or endeavour to solicit or entice, away from any Target Company any person who is, or who at any time within 12 months before the Completion Date was, employed or engaged by any Target Company;

1.3 for a period of three years from the Completion Date directly or indirectly (whether alone or in conjunction with or on behalf of some other person) solicit, or endeavour to solicit, any person who at any time within 12 months before the Completion Date was a customer of any Target Company to any business in connection with a Restricted Business;

1.4 for a period of three years from the Completion Date, have any business dealings with (whether alone or in conjunction with or on behalf of some other person) a supplier to any Target Company, if the Seller is aware such dealings would cause or are reasonably likely to cause such supplier to cease supplying, or materially reduce its supply of goods or services to a Target Company;

1.5 at any time after Completion:

(a) directly or indirectly use, or attempt to use, for any business or other commercial purpose any name which is identical to or confusingly or deceptively similar to any name used by any Target Company as its corporate name or as a name under which it carries on business including the names 'Goonhilly' and 'Comsat'; or

(b) directly or indirectly use or infringe or attempt to use or infringe for any business or other commercial purpose any trade mark, design, domain name, logo, patent, copyright or goodwill used or owned by any Target Company at any time within 12 months before the Completion Date.

2 In the case of Piran James Trezise only, the references to "three years from the Completion Date" in paragraph 1 shall be deemed to be amended to "one year from the Completion Date".

**PART 3
EXEMPTION**

1. Nothing contained in Part 2 of this Schedule shall prevent any of the Seller or GHUI or any Connected Person of the Seller from:

- 1.1 owning or acquiring for the purposes of investment not more than five % of any class of shares or other securities of any undertaking listed on a recognised investment exchange as such term is defined in section 285 of the Financial Services and Markets Act 2000;
- 1.2 in the case of Piran James Trezise only, performing services to a member of the Buyer's Group in accordance with the terms of his employment with the Buyer's Group; or
- 1.3 owning or acquiring shares in GOMspace Group AB.

**SCHEDULE 9
TAX COVENANT**

1 INTERPRETATION

1.1 In this Schedule, unless the context otherwise requires:

'Accounts Relief' means any Relief (including any right to repayment of Tax) which is taken into account in computing (and thereby reducing), or in obviating the need for, any provision for deferred tax in the Deal Completion Accounts, or which is shown as an asset in, or referred to in the notes to, the Deal Completion Accounts;

'Auditors' means the auditors of the relevant Target Company for the time being;

'Buyer's Relief' means: (i) any Accounts Relief, (ii) any Relief attributable to a period after Completion or arising as a result of any Event occurring or deemed to occur after Completion, or (iii) any Relief of any member of the Buyer's Tax Group (other than either Target Company);

'Buyer's Tax Group' means the Buyer and any company which at the relevant time is in the same group of companies as the Buyer for the purposes of any Tax or Relief pursuant to Tax Legislation, and **'member of the Buyer's Tax Group'** shall have a corresponding meaning;

'Deal Completion Accounts' means the Completion Accounts and the "Completion Accounts" as defined in, and prepared pursuant to, the US Agreement (together or individually as the context requires);

'Event' includes any event or transaction (including entering into this Agreement and the US Agreement), act (including Completion or Closing (as defined in the US Agreement)), omission, receipt or distribution, and reference to an Event occurring or having occurred (or being deemed to occur or have occurred) on or before Completion shall include any combination of two or more Events the first or some part of which may have occurred or be deemed to have occurred on or before Completion outside the ordinary course of business of the relevant Target Company as carried on at Completion;

'ITEPA' means the Income Tax (Earnings and Pensions) Act 2003;

'Overprovision' means the amount by which any provision for Tax in the Deal Completion Accounts (other than a provision for deferred Tax) is overstated (except to the extent that such overstatement results from the utilisation of a Buyer's Relief), applying the accounting policies, principles and practices adopted in relation to the preparation of the Deal Completion Accounts (and ignoring the effect of any change in law made after Completion);

'Relevant Person' means the Seller, GHUI and any company or person (other than the Buyer or a Target Company) which is, or has been treated before Completion as, a member of the same group as, or otherwise connected or associated in any way with, the Seller, GHUI or either Target Company for any Tax purpose or which at any time after Completion is treated as a member of the same group as, or otherwise connected or associated in any way with, the Seller or GHUI for any Tax purpose;

'Relief' means any relief, loss, allowance, credit, deduction or set-off given, claimed, claimable, due or available pursuant to any Tax Legislation, or any set-off or deduction in computing profits for the purposes of any Tax or any right to repayment of Tax, and:

- (b) any reference to the **'use or set-off'** of a Relief shall be construed accordingly and shall include use or set-off in part;
- (c) references to the **'loss'** of a Relief (including the loss of any Accounts Relief, Buyer's Relief and any other defined Relief) shall include the loss, non-availability, non-

existence, reduction, counteraction, disallowance, clawback, cancellation or failure to obtain such Relief, and 'lose' and 'lost' shall be construed accordingly;

'**Straddle Period**' has the meaning given to it in paragraph 8.6;

'**Tax**' or '**Taxation**' means all taxes, duties, levies, social security contributions (including National Insurance contributions) and imposts and any charges, surcharges, deductions and withholdings, in each case of a fiscal nature and at whatever time and in whichever jurisdiction created or imposed, and in all cases together with all incidental, related or supplemental penalties, charges, interest, fines, default surcharges and costs (including, but not limited to, all penalties and interest relating to any failure to properly submit any return or other document relating to any Tax), provided that, for the avoidance of doubt, such term includes the US Federal Universal Service Fund and any US state or local telecommunications or communications taxes, fees, or surcharges;

'**Tax Authority**' means any taxing, governmental, local governmental, fiscal or other authority (whether within or outside the United Kingdom) competent to impose, assess, administer or collect any Tax, including HMRC and the IRS;

'**Tax Counsel**' means:

- (a) in the case of a claim under this Schedule or for breach of the Tax Warranties relating to a Tax Liability arising in England or Wales, a member of the Bar of England and Wales who has been called for and has specialised in Tax matters for a minimum period of ten (10) years; and
- (b) in the case of a claim under this Schedule or for breach of the Tax Warranties relating to a Tax Liability arising outside England and Wales, an equivalent specialist adviser;

'**Tax Demand**' means any notice, demand, assessment letter or other document (including any self-assessment return) from which it appears that there is or may be a Tax Liability or other liability for which the Seller is or may be liable under paragraph 2 of this Schedule or under this Agreement for breach of any Tax Warranty (or would or may have been so liable but for paragraph 7 of Schedule 6 (*Seller's Protection*) to this Agreement);

'**Tax Legislation**' means any statute, statutory instrument, enactment, law, by-law, directive, decree, ordinance, regulation or other legislative provision imposing or relating to Tax;

'**Tax Liability**' means:

- (a) any liability or increase in the liability of either Target Company to make a payment of or in respect of Tax (which, for the avoidance of doubt, shall include any repayment by a Target Company on account of VAT incorrectly charged or recovered), in which case the amount of the Tax Liability shall be the amount of the actual payment or increased payment;
- (b) the loss (in whole or in part) of any Accounts Relief (other than a right to repayment of Tax), in which case the amount of the Tax Liability shall be the Tax which would have been saved by either Target Company but for such loss, the amount of such Tax being calculated on the basis of the relevant rates of Tax current at Completion and on the assumption that the relevant Target Company has sufficient profits to utilise fully the relevant Accounts Relief and that Accounts Relief is used in priority to any other Relief available to the relevant Target Company;
- (c) the loss (in whole or in part) of any Accounts Relief which is a right to repayment of Tax, in which case the amount of the Tax Liability is the amount of the right to repayment; and

- (d) the use or set-off (in whole or in part) of any Buyer's Relief to reduce or eliminate any liability of either Target Company to make an actual payment of Tax (whether or not either Target Company is primarily so liable and whether or not either Target Company has any right of recovery against any other person) in respect of which, but for such use or set-off (and disregarding the existence of any other Relief), the Buyer would have been entitled to make a claim under this Schedule or for breach of any of the Tax Warranties (or would have been so entitled but for paragraph 7 of Schedule 6 (*Seller's Protection*) to this Agreement), in which case the amount of the Tax Liability shall be the amount for which the Seller would have been liable under this Schedule or for breach of any of the Tax Warranties but for such use or set-off (and but for paragraph 7 of Schedule 6 (*Seller's Protection*) to this Agreement);

'Uninsured Tax Claim' means any Tax Claim which is an Excluded Claim;

'Uninsured Tax Demand' means any notice, demand, assessment letter or other document (including any self-assessment return) from which it appears that there is or may be a Tax Liability or other liability which could give rise to an Uninsured Tax Claim for which the Seller is or may be liable;

'Value Added Tax' or **'VAT'** means:

- (a) within the United Kingdom, any value added tax imposed by VATA and legislation and regulations supplemental thereto;
- (b) within the European Union, such Tax as may be levied in accordance with (but subject to derogations from) the EU VAT Directive (Directive 2006/112/EC) and;
- (c) outside the United Kingdom and the European Union, any Tax levied by reference to added value, use, sales or supplies; and

'VATA' means the Value Added Tax Act 1994.

- 1.2 In this Schedule, references to **'profits'** include income, profits or gains of any description and from any source, and references to **'profits earned'** include profits earned, accrued or received (or treated as earned, accrued or received for Tax purposes).
- 1.3 For the purposes of determining in this Schedule whether any profits (whether actual or deemed) have been earned, any Event (whether actual or deemed) has occurred or any Relief has arisen on or before Completion, an accounting or taxable period of each Target Company shall be deemed to have ended on Completion, provided, that in the case of any US state or local real property, personal property, or similar US ad valorem Taxes (**'US Property Taxes'**) attributable to a Straddle Period, the amount of such US Property Taxes attributable to the pre-Completion portion of such Straddle Period shall be deemed to be the amount of such US Property Taxes for the entire Straddle Period, multiplied by a fraction, the numerator of which is the number of days in such Straddle Period ending on and including the Completion Date, and the denominator of which is the number of total days in the entire Straddle Period.

2 COVENANT TO PAY

- 2.1 Subject to the terms of this Schedule, the Seller covenants with the Buyer to pay to the Buyer (whether or not the relevant Target Company is or may be entitled to claim reimbursement of the payment from any person) an amount equal to the amount of:
- 2.1.1 any Tax Liability which arises as a consequence of or by reference to:
- (a) any Event occurring on or before (or deemed to occur on or before) Completion;

- (b) any profits earned on or before Completion or in respect of a period ending on or before Completion; or
 - (c) US Property Taxes in respect of a period ending on or before Completion;
- 2.1.2 any Tax Liability for which a Target Company would not have been accountable but for a failure to pay any liability to Tax on the part of any Relevant Person;
- 2.1.3 any Tax Liability which arises at any time being a liability of either Target Company to account for income tax or National Insurance contributions (or their equivalents in any jurisdiction) (and any interest and penalties arising as a result or in connection thereof and any charges arising under, or as a result of the application of, section 222 ITEPA) in consequence or in respect of:
 - (a) an option or other right to acquire securities granted prior to Completion by the relevant Target Company or by any other person or in respect of the exercise, surrender or assignment of such option or right; or
 - (b) any employment-related securities (as defined for the purposes of Part 7 ITEPA) acquired as a result of a right or obligation (whether or not legally binding) created before Completion, which for the avoidance of doubt shall include (but not be limited to) any such securities acquired as a result of the exercise of such a right or option as is described in paragraph 2.1(c)(i);
- 2.1.4 any United Kingdom stamp duty (including any penalties or interest in respect of such stamp duty) paid by a Target Company after Completion in respect of any agreement, document or conveyance executed or entered into by or in favour of a Target Company on or before Completion where the presentation of such agreement, document or conveyance for stamping is required by any Tax Authority or is reasonably required in order to register, or enforce, that agreement, document or conveyance;
- 2.1.5 fifty percent (50%) of any US state or local sales, use, transfer, documentary, filing, recordation, registration, or other similar US Taxes arising from the sale and purchase of the US Target and its assets under the US Agreement ('**US Transfer Taxes**'). The remaining fifty percent (50%) of such US Transfer Taxes will be paid by Buyer. Each of the Buyer and the Seller undertakes to promptly reimburse the other party (or in the case of a reimbursement of Seller, GHUI) for the Seller's or Buyer's, as applicable, share of any US Transfer Taxes. The Seller and Buyer shall cooperate (and the Seller shall procure that GHUI cooperates) in the preparation and filing of any necessary Tax documentation with respect to US Transfer Taxes and agree to use commercially reasonable efforts to mitigate, reduce, or eliminate any such US Transfer Taxes;
- 2.1.6 any Tax Liability of the US Target for any Pre-Completion Period (or the pre-Completion portion of any Straddle Period, which Straddle Period shall be deemed to have ended on Completion in accordance with the principles set forth in paragraph 1.3) in respect of (i) US state or local sales, use, telecommunications, communications, or similar Taxes arising from or in connection with furnishing telecommunications or communications services, or (ii) the US Federal Universal Service Fund; and
- 2.1.7 all reasonable third party costs and expenses properly incurred by the Buyer or either Target Company in connection with (i) any Tax Liability for which the Seller is liable under this Schedule (or would be liable but for paragraph 7 of Schedule 6 (*Seller's Protection*) to this Agreement) or (ii) in successfully taking or defending any action pursuant to this Schedule.
- 2.2 Subject to the terms of this Schedule, the Seller covenants with the Buyer to pay to the Buyer, in respect of any liability for UK inheritance tax which:
 - 2.2.1 is a liability of either Target Company, or of the Buyer in respect of the Shares or any other shares or securities of either Target Company, and in each case arises as a result of a transfer of value occurring or being deemed to occur on or before Completion;

2.2.2 is at Completion a mortgage or charge on any of the Shares or any securities or assets of either Target Company or gives rise to a power to sell, mortgage or charge any of the Shares or securities or assets of either Target Company; or

2.2.3 after Completion becomes a mortgage or charge over or gives rise to a power to sell, mortgage or charge any of the Shares or any shares or assets of either Target Company as a result of the death of any person within seven years after a transfer of value occurring or being deemed to occur on or before Completion,

an amount equal to the greater of (i) the amount of such inheritance tax which is, or is liable to be, paid out of the proceeds of enforcement or exercise of the mortgage, charge or power of sale together with the amount of any reasonable third party costs or expenses incurred in connection with such enforcement or exercise and (ii) any depletion in or reduction in value of the assets or increase of the liabilities of either Target Company or the Buyer (as applicable) arising as a result of such inheritance tax.

2.3 In determining for the purposes of paragraph 2.2 above whether a charge on or power to sell, mortgage or charge any of the shares or assets of either Target Company exists at any time and in determining the amount of liability arising under that paragraph, the fact that any inheritance tax is not yet payable or may be paid by instalments shall be disregarded and such inheritance tax shall be treated as becoming due and payable and a charge or power to sell, mortgage or charge as arising on the date or Event on or in respect of which it becomes payable or arises.

2.4 The provisions of section 213 Inheritance Tax Act 1984 shall not apply to any payments falling to be made pursuant to this Schedule.

2.5 Each of the covenants contained in paragraphs 2.1 and 2.2 and above shall be construed as separate and independent obligations and shall not be restricted by any of the other covenants, **save that** any payment by the Seller in respect of a liability under one covenant shall discharge any liability under the other to the extent of such payment and insofar as it arises from the same subject matter.

3 LIMITATIONS

3.1 The Seller shall not be liable for any Tax Liability or other liability in respect of which the Seller would otherwise be liable under paragraph 2 of this Schedule or under this Agreement for breach of any Tax Warranty, to the extent that the Tax Liability, other liability or matter giving rise to the claim (as the case may be):

3.1.1 is discharged on or before Completion and such discharge is reflected in the Deal Completion Accounts; or

3.1.2 is the subject of a specific reserve or specific provision in the Deal Completion Accounts (other than a reserve or provision for deferred Taxation); or

3.1.3 is one against which a Relief other than a Buyer's Relief is available to the relevant Target Company at no further cost, to reduce or extinguish such liability or other matter as a matter of law;

3.1.4 would not have arisen but for an increase in the rate of Tax or a change in legislation or in the published practice of a Tax Authority, in each case first enacted, announced and published after Completion (other than a change which is aimed specifically at countering a tax avoidance scheme); or

3.1.5 results directly from any change after Completion in the accounting reference date of the relevant Target Company or in any accounting policies of the relevant Target Company, other than in order to comply with any legal requirements or any generally accepted accounting practices in force at Completion; or

- 3.1.6 results directly from a voluntary act of a Target Company or the Buyer after Completion outside the ordinary course of the business of the relevant Target Company or the Buyer, as the case may be, as carried on prior to Completion and which act the relevant Target Company or the Buyer (as appropriate) was aware or should reasonably have been aware would give rise to such Tax Liability, save where such act occurs:
- (a) pursuant to or in accordance with this Agreement or the US Agreement, or pursuant to a legally binding obligation of a Target Company entered into prior to Completion; or
 - (b) with the written approval, concurrence or assistance of or at the request of the Seller or GHUI; or
 - (c) in order to comply with any applicable Tax Legislation; or
- 3.1.7 would not have arisen but for the failure or omission on the part of the relevant Target Company or the Buyer after Completion to make any claim, election, surrender or disclaimer or to give any notice or consent, which is taken into account in computing a provision for Tax in the Deal Completion Accounts and full details of which are made available in written form to the Buyer at least fifteen (15) days before the expiry of the applicable time limit for making such claim, election, surrender or disclaimer or for giving such notice or consent; or
- 3.1.8 has already been recovered under this Agreement.
- 3.2 Claims under this Schedule or for breach of any of the Tax Warranties are further subject to the limitations in Schedule 6 (*Seller's Protection*) of this Agreement to the extent expressly provided therein.

4 CONDUCT OF UNINSURED TAX DEMANDS

- 4.1 If a Target Company or the Buyer receives an Uninsured Tax Demand, the Buyer shall give notice in writing of that fact to the Seller as soon as is reasonably practicable, provided that the giving of such notice shall not be a condition precedent to the liability of the Seller under this Schedule or under this Agreement for breach of any Tax Warranty.
- 4.2 Subject to the remaining provisions of this paragraph 4, the Buyer shall procure that a Target Company shall take such lawful and reasonable action as the Seller shall reasonably request to avoid, dispute, resist, appeal or contest such Uninsured Tax Demand.
- 4.3 The Buyer shall not be required to take any action or further action under this paragraph 4 unless:
- 4.3.1 the relevant Target Company, the Buyer and all other members of the Buyer's Tax Group are indemnified to their reasonable satisfaction by the Seller against all resulting third party costs and expenses, losses, fines, penalties, interest, charges, Tax and additional Tax which may be incurred;
 - 4.3.2 the Seller has, within twenty (20) Business Days after the date of receipt of the notice given pursuant to paragraph 4.1 of this Schedule, given notice in writing to the relevant Target Company or the Buyer (as the case may be) of their request under paragraph 4.2; and
 - 4.3.3 in relation to any proceedings before any court or other appellate body (excluding the relevant Tax Authority), the Seller has been advised in writing by Tax Counsel (at the Seller's cost and expense), after disclosure of all relevant information and documents including all relevant rights and interests of the Buyer or the relevant Target Company or any other member of the Buyer's Tax Group, that it is reasonable to resist the Uninsured Tax Demand in the manner proposed by the Seller and have provided that advice to the Buyer.
- 4.4 Further, the Buyer shall not be required to take any action or further action under this paragraph 4 if:

- 4.4.1 it appears to the Buyer or the relevant Target Company (acting reasonably) that, while the relevant Target Company was under the control of the Seller or GHUI, there was any act or failure to act by a Target Company or the Seller or GHUI which would constitute fraud or dishonesty in relation to the Tax Liability or other liability which is the subject of the Uninsured Tax Demand;
- 4.4.2 following the expiry of twenty (20) Business Days from the service of a notice in writing by the Buyer or the relevant Target Company on the Seller requiring the Seller to clarify or explain the terms of any request made under paragraph 4.2, no such clarification or explanation has been received by the Buyer or the relevant Target Company;
- 4.4.3 in the Buyer's reasonable opinion, such action would be unlawful or materially prejudice any right or interest of the Buyer or the relevant Target Company;
- 4.4.4 any period prescribed by any Tax Legislation for the making of an appeal against the Tax Liability or other liability which is the subject of the Uninsured Tax Demand or for taking any other action in relation to the Uninsured Tax Demand has expired or would expire before the conditions specified in sub-paragraphs 4.3.1 to 4.3.3 have been satisfied; or
- 4.4.5 any action or other step is taken or legal proceedings are started to make the Seller bankrupt or to put the Seller into liquidation, administration or receivership or if the Seller is unable to pay its debts as they fall due.
- 4.5 The relevant Target Company or the Buyer (as the case may be) shall be entitled, without reference to the Seller, to admit, compromise, settle, discharge or otherwise deal with an Uninsured Tax Demand on such terms as it may in its discretion think fit and without prejudice to any right or remedy under this Schedule if any of the circumstances in paragraph 4.4 apply or the Seller fails to indemnify, give notice or take independent Tax Counsel's advice as required in paragraph 4.3.
- 4.6 For the avoidance of doubt, the action which the Seller may request the Buyer or the relevant Target Company to take under paragraph 4.2 does not include allowing the Seller (or any person nominated by it) to undertake the conduct of any action necessary to avoid, dispute, resist, appeal or contest any Uninsured Tax Demand.
- 4.7 For the avoidance of doubt, the Buyer shall not be required to take any action (or omit to take any action) under this paragraph 4 to the extent that the Buyer, acting reasonably, considers that such action (or omission) would prejudice its obligations or rights under the W&I Policy.

5 DATE OF PAYMENT AND AMOUNT DUE

- 5.1 Subject to the remaining provisions of this paragraph 5, the Seller shall make payment in full and in cleared funds under paragraph 2 on whichever is the later of:
 - 5.1.1 five (5) Business Days after service of a notice in writing (referred to in this paragraph as a **'Payment Notice'**) containing a demand in respect of a claim for which the Seller is liable under this Schedule (such Payment Notice shall specify the date for payment and (insofar as the amount is calculable at the date of the Payment Notice) specify the amount payable); and
 - 5.1.2 the Due Date, if any.
- 5.2 For the purposes of this paragraph 5 the **'Due Date'** means:
 - 5.2.1 in the case of a Tax Liability or other liability which involves an actual payment of Tax, five (5) Business Days before the latest date on which such payment of Tax is due to be made to the relevant Tax Authority;
 - 5.2.2 in the case of a Tax Liability which results from loss of an Accounts Relief (other than a right to repayment of Tax), five (5) Business Days before the latest date on which a payment of

Tax is due to be made to a Tax Authority which would not have been due had such Accounts Relief been available;

- 5.2.3 in the case of a Tax Liability which results from the loss of an Accounts Relief which is a right to repayment of Tax, the date on which such repayment would otherwise have become due; and
- 5.2.4 in the case of a Tax Liability which results from the use or set-off of a Buyer's Relief, the latest date on which the relevant Tax would have been due but for such use or set-off.
- 5.3 For the purposes of the provisions in paragraph 5.2 above, it shall be assumed that the latest date on which a payment of Tax is due is the last date on which payment can be made to the relevant Tax Authority without incurring any interest, charge, penalty, fine or surcharge in respect thereof and on the assumption that no appeal is made against any assessment or Tax Demand.
- 5.4 No payment shall be treated as made by the Seller under this paragraph 5 until and to the extent that cleared funds are available in respect of it to the Buyer or (where relevant) a Target Company.

6 OVERPROVISIONS AND CORRESPONDING RELIEF

- 6.1 If on or before the seventh anniversary of Completion:
 - 6.1.1 any provision for Tax in the Deal Completion Accounts proves to be an Overprovision otherwise than by reason of any Buyer's Relief or any act of any member of the Buyer's Tax Group (including either Target Company) carried out after Completion; or
 - 6.1.2 a payment by the Seller under this Schedule in respect of any Tax Liability or other liability under paragraph 2 results in the Buyer or either Target Company receiving any Relief (other than a Buyer's Relief) which it utilises (including by way of obtaining a repayment of Tax which is not a Buyer's Relief) on or before the seventh anniversary of Completion (a '**Corresponding Relief**');

then an amount equal to such Overprovision or the Tax saved by the Corresponding Relief at the date on which such Corresponding Relief is utilised, less in each case any reasonable third party costs and expenses properly incurred by the relevant Target Company or the Buyer which are attributable to the Overprovision or Corresponding Relief, (the '**Relevant Amount**') shall be dealt with in accordance with paragraph 6.2 below.

- 6.2 The Relevant Amount (save to the extent that it is taken into account in computing the quantum of any payment due from the Seller under this Schedule or for breach of any of the Tax Warranties or from the W&I Insurer under the W&I Policy):
 - 6.2.1 shall first be set-off against any payment then due from the Seller under this Schedule or for breach of any of the Tax Warranties;
 - 6.2.2 to the extent that there is an excess of the Relevant Amount after any application of it under paragraph 6.2.1 above, a refund (up to the amount of such excess) shall be made to the Seller of any previous payment or payments made by the Seller under this Schedule or for breach of any of the Tax Warranties and not previously refunded under this paragraph 6.2.2; and
 - 6.2.3 to the extent that the excess referred to in paragraph 6.2.2 above is not exhausted under that paragraph, the remainder of that excess shall be carried forward and set off against any future payment or payments which become due from the Seller under this Schedule or for breach of any of the Tax Warranties.
- 6.3 If the Buyer or either Target Company become aware of the existence of any Overprovision or utilises any Corresponding Relief, the Buyer shall or shall procure that the relevant Target

Company shall, as soon as reasonably practicable, give written notice of the same to the Seller.

- 6.4 The Seller may, at their own expense, require the Auditors to certify the existence and quantum of any Relevant Amount and the date on which any Corresponding Relief is utilised, and in the absence of manifest error, and subject to paragraph **Error! Reference source not found.** below, the decision of the Auditors shall be final and binding.
- 6.5 If a certification has been made under paragraph 6.4, the Buyer may on or before the date which is 30 days following the seventh anniversary of Completion, at its own expense, require the Auditors to review the certification in the light of all relevant circumstances at the time of the review and to determine whether in the light of those circumstances the certification should be amended and, if the Auditors determine that the certification should be amended, the revised Relevant Amount shall be substituted for the original Relevant Amount for the purposes of paragraph 6.2, and any necessary adjusting payments shall be made within five (5) Business Days of such determination.

7 RECOVERY FROM THIRD PARTIES

- 7.1 If the Seller pays an amount in full under paragraph 2 in respect of any Tax Liability or other liability or pay an amount in full in respect of the breach of any Tax Warranty, and the Buyer or the relevant Target Company is or becomes entitled to recover from some other person (other than a member of the Buyer's Tax Group (including the Target Companies) or any current or former employee, director or officer of any such member) any sum in respect of the Tax that was the subject of the relevant Tax Liability, other liability or breach of Tax Warranty, then the Buyer shall:
 - 7.1.1 as soon as reasonably practicable notify the Seller of such entitlement and shall, if so requested by the Seller and, subject to the Buyer and the other members of the Buyer's Tax Group (including the Target Companies) being indemnified to the Buyer's reasonable satisfaction by the Seller against all losses (including additional Tax), damages, costs and expenses which may be reasonably incurred, procure that the relevant Target Company takes all reasonable steps to enforce that recovery (keeping the Seller informed of the progress of any action taken); and
 - 7.1.2 account to the Seller, within ten (10) Business Days of recovering any such amount, for the whole of any sum so recovered (including any interest or repayment supplement paid to the Buyer or the relevant Target Company) less any reasonable costs and expenses of recovery (including any Tax paid or payable as a result of such recovery or which would have been paid or payable but for the availability of any Relief), up to an amount not exceeding the amount of the payment previously made by the Seller in respect of the relevant Tax Liability, other liability or breach of the relevant Tax Warranty.
- 7.2 Nothing in this paragraph 7 shall require any person to take any action which, in the Buyer's reasonable opinion, would be unlawful or materially prejudice any right or interest of the Buyer or the relevant Target Company.
- 7.3 For the avoidance of doubt, the Buyer shall not be required to take any action (or make any omission) under this paragraph 7 to the extent that the Buyer, acting reasonably, considers that such action (or omission) would prejudice its obligations or rights under the W&I Policy.

8 TAX RETURNS

- 8.1 Subject to and in accordance with this paragraph 8, the Seller or their duly authorised agents shall, at the relevant Target Company's expense, prepare, submit and deal with all computations, returns, claims and other documentation of each Target Company relating to Tax (the '**Tax Documents**'), and deal with all matters relating to such Tax Documents, in respect of all fiscal, accounting, or taxable periods of either Target Company ending on or before Completion (the '**Pre-Completion Periods**') to the extent that such Tax Documents

and matters relating thereto have not been prepared, submitted or dealt with (as the case may be) prior to Completion.

- 8.2 The Buyer shall, or shall procure that each Target Company shall, on reasonable prior notice and within normal business hours, afford such access to its books, accounts and records as is necessary and reasonable to enable the Seller or their duly authorised agents to prepare and file the Tax Documents and conduct matters relating thereto in accordance with the rights of the Seller under paragraph 8.1 above.
- 8.3 All Tax Documents relating to any Pre-Completion Period shall be submitted in draft form to the Buyer for comment at least thirty (30) days before the expiry of any time limit for the submission of such Tax Document to the relevant Tax Authority. The Buyer shall comment within fifteen (15) days of such submission to it, and the Seller shall (acting in good faith) give proper consideration to and adopt any reasonable comments received.
- 8.4 The Buyer shall, or shall procure that the relevant Target Company shall, cause any Tax Documents finalised in accordance with paragraph 8.3 to be authorised, signed and submitted to the appropriate Tax Authority without amendment, provided that the Buyer and the relevant Target Company shall not be required to submit any documents which are not full, true and accurate in all material respects.
- 8.5 The Seller shall procure that:
 - 8.5.1 the Buyer is kept fully and promptly informed of the progress of any enquiry from, and any discussions or correspondence with, any Tax Authority in relation to the Tax affairs of either Target Company in the Pre-Completion Periods; and
 - 8.5.2 the Buyer is given a copy of any draft correspondence which the Seller proposes to submit to any Tax Authority in respect of the Pre-Completion Periods in sufficient time for the Buyer to have a reasonable opportunity to comment, and the Seller shall adopt all reasonable comments before submitting the same.
- 8.6 Subject to and in accordance with this paragraph 8, the Buyer or its duly authorised agents shall, at the relevant Target Company's expense, prepare, submit and deal with all Tax Documents, and deal with all matters relating to such Tax Documents, in respect of the fiscal, accounting, or taxable period of either Target Company straddling Completion (the '**Straddle Period**').
- 8.7 All Tax Documents relating to the Straddle Period shall be submitted in draft form to the Seller for comment at least thirty (30) days before the expiry of any time limit for the submission of such Tax Document to the relevant Tax Authority. The Seller shall comment within fifteen (15) days of such submission to it, and the Buyer shall (acting in good faith) give proper consideration to any reasonable comments received (and shall reflect any such reasonable comments to the extent relevant to an Uninsured Tax Claim or any matter or issue which could reasonably be expected to give rise to any Uninsured Tax Claim) to the extent that they relate to that part of the Straddle Period falling prior to Completion.
- 8.8 The Seller shall give the Buyer such assistance as may reasonably be required to enable the Buyer to comply with its obligations under this paragraph 8.
- 8.9 The Buyer shall procure that:
 - 8.9.1 the Seller or their duly authorised agents are given, on reasonable prior notice and within normal business hours, reasonable access to such books, accounts and records of the relevant Target Company as are necessary for it to comment in accordance with paragraph 8.7; and
 - 8.9.2 the relevant Target Company shall cause the finalised Tax Documents for the Straddle Period to be authorised, signed and submitted to the appropriate Tax Authority.

- 8.10 The Buyer shall procure that:
- 8.10.1 the Seller is kept informed of the progress of any enquiry from, or discussions or correspondence with, any Tax Authority in relation to the Tax affairs of either Target Company in respect of that part of the Straddle Period falling prior to Completion, only to the extent relevant to an Uninsured Tax Claim or any matter or issue which could reasonably be expected to give rise to any Uninsured Tax Claim; and
- 8.10.2 only to the extent relevant to an Uninsured Tax Claim or any matter or issue which could reasonably be expected to give rise to any Uninsured Tax Claim, the Seller is given a copy of any draft correspondence which the Buyer proposes to submit to any Tax Authority in respect of that part of the Straddle Period falling prior to Completion in sufficient time for the Seller to have a reasonable opportunity to comment, and the Buyer will (acting in good faith) give proper consideration to any reasonable comments received (and shall adopt any such reasonable comments to the extent relevant to an Uninsured Tax Claim or any matter or issue which could reasonably be expected to give rise to an Uninsured Tax Claim).
- 8.11 If any matter gives rise to an Uninsured Tax Demand, the provisions of this paragraph 8 shall cease to apply to that matter and the provisions of paragraph 4 shall apply instead.
- 8.12 Subject to the other provisions of this Schedule, the Buyer shall have exclusive conduct of all Tax affairs of each Target Company after Completion.
- 8.13 Nothing in this Schedule shall require the Buyer to procure the submission of, or either Target Company to submit, any claims, consents, surrenders, elections, disclaimers or notices to the extent that such relate to a Buyer's Relief and any such procurement or submission by the Buyer or the relevant Target Company shall be without prejudice to any liability of the Seller that may arise in respect of such Relief.
- 8.14 For the avoidance of doubt, the Buyer shall not be required to take any action (or make any omission) under this paragraph 8 to the extent that the Buyer, acting reasonably, considers that such action (or omission) would prejudice its obligations or rights under the W&I Policy.

Executed as a Deed by Goonhilly Holdings Limited acting by:	)		
	)	sign here:	
	)	Director	2DB7B61EC453433...
		print name:	Kenn Herskind Jorgensen
		sign here:	
		Director	6184FCD89F38472...
		print name:	Remko Bijltes

Please see attached the signature blocks for the SPA.
INTUITIVE MACHINES, INC.

By: _____
Name:
Title:

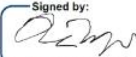
INTUITIVE MACHINES, LLC

By: _____
Name:
Title:

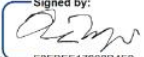
Executed as a Deed by	)
Goonhilly Holdings Limited	)
acting by:	)
	sign here:
	Director
	print name:
	sign here:
	Director
	print name:

Please see attached the signature blocks for the SPA.
INTUITIVE MACHINES, INC.

By:
Name: PETER MCGRATH
Title: Intuitive Machines CFO

Signed by:

F3FBF17962B4F2...

INTUITIVE MACHINES, LLC

By: 
Name: PETER MCGRATH
Title: Intuitive Machines CFO

DATED

AUGUST 3, 2026

(1) GOONHILLY HOLDINGS USA INC.

(2) INTUITIVE MACHINES, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

FOR THE SALE AND PURCHASE OF MEMBERSHIP
INTERESTS IN COMSAT LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this “**Agreement**”), dated as of August 3, 2026 is entered into between **GOONHILLY HOLDINGS USA INC.**, incorporated and registered in Delaware whose primary office is at 2120 River Road, Southbury, CT 06488 (“**Seller**”), and **INTUITIVE MACHINES, LLC**, a Delaware limited liability company whose registered office is at 13467 Columbia Shuttle Street, Houston, TX 77059 (“**Buyer**”).

RECITALS

WHEREAS, the Seller owns all of the issued and outstanding membership interests (the “**Membership Interests**”) of COMSAT LLC, a Delaware limited liability company (the “**Company**”); and

WHEREAS, the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, the Membership Interests, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Upon and subject to the terms and conditions set forth herein, at the Closing (as defined herein), the Seller shall sell, transfer and deliver to the Buyer, and the Buyer shall purchase and accept the transfer from the Seller, all of the Seller’s right, title, and interest in and to the Membership Interests, free and clear of any interest or equity of any person or entity including any encumbrance, mortgage, charge, security interest, assignment, pledge, lien, option, right of pre-emption, right of first refusal, right of set-off, retention of title or hypothecation howsoever arising, and any obligation, whether conditional or otherwise, to create any of the foregoing, whether arising by agreement, operation of law or otherwise (“**Encumbrance**”), in exchange for the consideration specified in Section 1.02.

Section 1.02 Purchase Price. The purchase price for the Membership Interests shall be the (a) Estimated Consideration (as defined herein), which shall be adjusted in accordance with the terms of Section 1.07, and (b) \$15,000.00 to reimburse the Seller for its expenses in converting Goonhilly Inc. to a limited liability company (collectively, the “**Closing Payment**”). The Buyer shall pay the Closing Payment to the Seller at the Closing in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 1.02. The “**Purchase Price**” shall mean the Closing Payment, as adjusted in accordance with the terms of Section 1.07.

Section 1.03 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “**Closing Date**”) remotely by exchange of documents and signatures (or their electronic counterparts). The consummation of the transactions contemplated by this Agreement shall be deemed to occur as at the close of business on the Closing Date.

Section 1.04 Withholding Taxes. Notwithstanding anything in this Agreement to the contrary, the Buyer and any other applicable withholding agent shall be entitled to deduct and

withhold from any amounts payable pursuant to or as contemplated by this Agreement, as applicable, any withholding taxes or other amounts required under the Code or any applicable Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Except in connection with compensatory withholding or for any deduction and withholding arising from the failure of the Seller to deliver a properly completed and duly executed IRS Form W-9 certifying that the Seller is not subject to U.S. federal backup withholding taxes at the Closing, the applicable withholding party shall (i) use commercially reasonable efforts to notify the payee of any amounts that it intends to deduct or withhold from any payments hereunder at least five (5) business days prior to making any payment hereunder and provide the payee with reasonable support for the basis on which it intends to withhold under applicable Law and (ii) cooperate in good faith with the payee to either reduce or eliminate any amounts required to be so deducted and withheld to the extent such reduction or elimination is permitted by applicable Law. All compensatory amounts subject to payroll reporting and withholding payable pursuant to or as contemplated by this Agreement shall be payable through, as applicable, the applicable company's payroll in accordance with applicable payroll procedures.

Section 1.05 Allocation of Purchase Price. Since the Company, a Delaware limited liability company, is treated as a disregarded entity for U.S. federal income tax purposes at the time of Closing, the sale of the Company by the Seller to the Buyer will be treated as a sale of the assets of the Company by the Seller to the Buyer for U.S. federal (and, where applicable, state and local) income Tax purposes. As a result, for U.S. federal (and, where applicable, state and local) income Tax purposes, the Purchase Price (together with any liabilities of the Company and other amounts required to be treated as part of the consideration for U.S. federal income tax purposes), as adjusted herein (the "**Tax Consideration**"), will be allocated among its assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended ("**Code**"), and the Treasury Regulations promulgated thereunder. Following the Closing, the Seller and the Buyer shall use their good faith efforts to agree upon a schedule allocating the Tax Consideration among the assets of the Company in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. The Seller and the Buyer shall have no duty or obligation to agree on an allocation schedule other than the use of good faith efforts to attempt to agree, but to the extent the Seller and the Buyer are able to agree on an allocation schedule, (a) any adjustments to Tax Consideration shall be allocated in a manner consistent with such agreed allocation schedule, and (b) except as otherwise required pursuant to a final "determination" within the meaning of Section 1313(a) of the Code (or any similar or analogous provision under other applicable U.S. state or local Tax Laws), each of the Seller and the Buyer shall, and shall cause each of its affiliates to, (i) file all applicable income Tax Returns and information reports in a manner consistent with such agreed allocation (including, but not limited to, Form 8594), and (ii) not take any position for applicable income Tax purposes (whether in audits, Tax Returns or otherwise) which is inconsistent with such agreed allocation schedule; *provided, however*, that no person shall be unreasonably impeded in its ability and discretion to negotiate, compromise, and/or settle any Tax audit or other proceeding in connection with such agreed allocated schedule. For the avoidance of doubt, if the Seller and the Buyer are unable to agree on an allocation schedule, each of the Seller and the Buyer may adopt its own position regarding allocation of the Tax Consideration for U.S. federal (and, where applicable, state and local) income Tax purposes as determined by such person in its sole discretion. Notwithstanding anything to the contrary herein (x) with respect to the property located at 2120 River Road, Southbury, Connecticut 06488, the applicable real estate transfer of interest form must be filed by September 30th of the year in which the Closing occurs and

(y) with respect to the property located at 7600 Pine Grove Road, Santa Paula, California 93060, the applicable real estate transfer of interest form must be filed within ninety (90) days after the Closing (collectively, the “**US Properties**”). In light of the foregoing, the Seller will submit in writing to the Buyer its suggested fair market values for the US Properties following Closing, and within fifteen days after receipt, or a date otherwise agreed between the parties in writing, of such suggested fair market values, the Buyer will indicate whether it agrees to those values or suggest alternate suggested values and, if the Buyer disagrees, the parties will then negotiate in good faith to determine fair market values acceptable to both parties and to be used for all Tax purposes. If no agreed upon fair market value can be determined within ten days of the Buyer’s response to the Seller, the parties will submit to an independent accounting or valuation firm of recognized national standing as mutually selected by the Buyer and the Seller the task of determining the fair market value, which will be either the Seller’s suggested value, the Buyer’s suggested value or some value between those two amounts, which will then be used by all parties for all Tax purposes, with the cost of such independent accounting or valuation firm paid fifty percent by the Seller and fifty percent by the Buyer.

Section 1.06 [INTENTIONALLY OMITTED.]

Section 1.07 Adjustment to Purchase Price.

(a) The Completion Accounts shall be prepared under and in accordance with Schedule 1.07. Capitalized words used but not defined in this Section 1.07 shall have the respective meanings assigned to them in Schedule 1.07.

(b) On the agreement or determination of the Completion Accounts and the amount of US Target Completion Cash, US Target Completion Debt, Completion Capex Reimbursement Amount and US Target Completion Working Capital in accordance with Schedule 1.07:

(i) Working Capital adjustment:

(A) if the US Target Completion Working Capital is an amount greater than the US Target Estimated Working Capital, the Buyer shall pay to the Seller on a dollar for dollar basis the amount by which the US Target Completion Working Capital exceeds the US Target Estimated Working Capital (“**US Target Completion Working Capital Excess**”);

(B) if the US Target Completion Working Capital is an amount less than the US Target Estimated Working Capital, the Seller shall pay to the Buyer on a dollar for dollar basis the amount by which the US Target Completion Working Capital is less than the US Target Estimated Working Capital (“**US Target Completion Working Capital Shortfall**”);

(ii) Capex Reimbursement Amount adjustment:

(A) if the Completion Capex Reimbursement Amount is an amount greater than the Estimated Capex Reimbursement Amount, the Buyer shall pay to the Seller on a dollar for dollar basis the amount by which the Completion Capex Reimbursement Amount exceeds the

Estimated Capex Reimbursement Amount ("**Completion Capex Reimbursement Amount Excess**");

(B) if the Completion Capex Reimbursement Amount is an amount less than the Estimated Capex Reimbursement Amount, the Seller shall pay to the Buyer on a dollar for dollar basis the amount by which the Completion Capex Reimbursement Amount is less than the Estimated Capex Reimbursement Amount ("**Completion Capex Reimbursement Amount Shortfall**");

(iii) Cash adjustment:

(A) if the US Target Completion Cash is an amount greater than the US Target Estimated Cash, the Buyer shall pay to the Seller on a dollar for dollar basis the amount by which the US Target Completion Cash exceeds the US Target Estimated Cash ("**US Target Completion Cash Excess**");

(B) if the US Target Completion Cash is an amount less than the US Target Estimated Cash, the Seller shall pay to the Buyer on a dollar for dollar basis the amount by which the US Target Completion Cash is less than the US Target Estimated Cash ("**US Target Completion Cash Shortfall**");

(iv) Debt adjustment:

(A) if the US Target Completion Debt is an amount less than the US Target Estimated Debt, the Buyer shall pay to the Seller on a dollar for dollar basis the amount by which the US Target Completion Debt is less than the US Target Estimated Debt ("**US Target Completion Debt Decrease**");

(B) if the US Target Completion Debt is an amount greater than the US Target Estimated Debt, the Seller shall pay to the Buyer on a dollar for dollar basis the amount by which the US Target Completion Debt is greater than the US Target Estimated Debt ("**US Target Completion Debt Increase**");

(v) Working Capital, Capex Reimbursement Amount, Cash and Debt:

(A) if the US Target Completion Working Capital is an amount equal to the US Target Estimated Working Capital no adjustment payment shall be due by either the Buyer or the Seller in respect of the US Target Working Capital under this Section 1.07;

(B) if the Completion Capex Reimbursement Amount is an amount equal to the Estimated Capex Reimbursement Amount no adjustment payment shall be due by either the Buyer or the Seller in respect of the Capex Reimbursement Amount under this Section 1.07;

(C) if the US Target Completion Cash is an amount equal to the US Target Estimated Cash, no adjustment payment shall be due by either the Buyer or the Seller in respect of the Cash under this Section 1.07;

(D) if the US Target Completion Debt is an amount equal to the US Target Estimated Debt, no adjustment payment shall be due by either the Buyer or the Seller in respect of the Debt under this Section 1.07; and

(vi) the sums (if any) that the Seller and/or the Buyer (as the case may be) is required to pay to the other in respect of the US Target Completion Working Capital Excess, the US Target Completion Working Capital Shortfall, the Completion Capex Reimbursement Amount Excess, the Completion Capex Reimbursement Amount Shortfall, the US Target Completion Cash Excess, the US Target Completion Cash Shortfall, the US Target Completion Debt Decrease or the US Target Completion Debt Increase shall be aggregated and set-off against each other. Whichever of the Buyer or the Seller is left with any payment obligation under this Section 1.07(b)(vi) shall make payment in accordance with Section 1.07(c) or Section 1.07(d) (as applicable). All amounts payable hereunder shall be treated as an adjustment of the Purchase Price, except to the extent that such payment is attributable to compensation or is treated as imputed interest pursuant to Code Section 1274 or other provisions of the Code.

(c) In the event that any payment is to be made by the Buyer under Section 1.07(b)(vi):

(i) such payment shall, for the avoidance of doubt, be treated as an increase to the Estimated Consideration;

(ii) the Buyer shall pay such additional amount to the Seller in accordance with Section 1.08 within five (5) Business Days of the agreement or determination of the Completion Accounts as set out in Schedule 1.07.

(d) In the event that any payment is to be made by the Seller under Section 1.07(b)(vi):

(i) such payment shall, for the avoidance of doubt, be treated as a decrease to the Estimated Consideration;

(ii) the Seller shall pay such additional amount to the Buyer in accordance with Section 1.08 within five Business Days of the agreement or determination of the Completion Statement as set out in Schedule 1.07.

(e) In this Agreement, unless the context otherwise requires:

(i) “**Business Day**” means any day, other than a Saturday, Sunday or public holiday, on which banks in both the City of London and Houston, Texas are open for business generally;

(ii) **“Cash”** means the aggregate cash and cash equivalents, cash in hand and petty cash, of the Company but (a) excluding any Restricted Cash, uncleared checks, drafts or wire transfers issued by the Company and uncleared by the bank, and (b) including checks, deposits and wire transfers received or deposited for the account of the Company and not credited to the account of the Company;

(iii) **“Capex Reimbursement Amount”** means

(A) in respect of the Southbury Electrical Upgrade, 50% of any amounts up to and including 7 April 2026 and 100% of any amounts after 7 April 2026 to the Closing Date, related to the Southbury Electrical Upgrade, to the extent that such amounts are provided for in the Southbury Electrical Upgrade Estimate attached as Annex 3 or is mutually agreed; and

(B) in respect of the Santa Paula Facilities, 50% of any amounts up to and including 7 April 2026 and 100% of any amounts after 7 April 2026 to the Closing Date, related to the Santa Paula Facilities, to the extent that such amounts are provided for in the Santa Paula Facilities Estimate attached as Annex 4 or as is mutually agreed;

(iv) **“Debt”** means any indebtedness of the Company in the nature of borrowings (but not including, for the avoidance of doubt, amounts payable to trade creditors in the ordinary course of the Company’s business) and other debt-like obligations of the Company, including:

- (a) any amount under any loan facility;
- (b) any amount under an overdraft facility;
- (c) any amount raised by acceptance under any credit facility or dematerialized equivalent;
- (d) any amount raised by the issue of loan notes, loan stock, debentures or similar instrument or under any loan note purchase agreement;
- (e) any amount raised under any transaction which has the commercial effect of a borrowing such as forward contracts;
- (f) any amount raised under invoice discount facilities or factoring facilities;
- (g) obligations secured by any Encumbrance upon property or assets owned by the Company even though the Company has not assumed or become liable for the payment of such obligations;
- (h) obligations with respect to interest rate or currency swaps, collars, caps and similar hedging obligations;

(i) all guarantees, surety or indemnity obligations, regardless of whether of payment or performance, or whether such guarantees are in the form of, without limitation, letters of credit, deposits, bonds, insurance or other forms of security, indemnity, surety or guarantee;

(j) any amounts owed under any finance or other lease (but excluding for the avoidance of doubt any property lease) or hire purchase agreement which relates to an asset required by, and used by the Company prior to the Closing Date and which will continue to be required by, and used by the Company following Closing;

(k) any amount of corporation tax (which for the avoidance of doubt, includes any income, franchise, or similar taxes imposed on or payable by the Company) which is accountable, payable or accrued as at the Closing Date or which would be accountable, payable or required to be accrued as at the Closing Date if such date was the end of an accounting period; and

(l) any amounts payable in the nature of costs and/or fees on the termination, repayment, prepayment or cancellation of any of the above;

together with any amount of interest on the above amounts;

(v) **“Estimated Completion Statement”** means a written statement (in substantially the same form as the pro forma Completion Statement set out in Schedule 1.07) setting out, amongst other things, the US Target Estimated Cash, US Target Estimated Debt, US Target Estimated Working Capital and Estimated Capex Reimbursement Amount, to be prepared by the Seller in good faith;

(vi) **“Estimated Consideration”** means such sum as equals:

(A) \$10,000,000; plus

(B) the US Target Estimated Cash; plus

(C) the Estimated Capex Reimbursement Amount; less

(D) the US Target Estimated Debt; and

(E) either plus the amount by which the US Target Estimated Working Capital is greater than the US Target Working Capital or less the amount by which the US Target Estimated Working Capital is less than the US Target Working Capital.

(vii) **“Estimated Capex Reimbursement Amount”** means the estimated Capex Reimbursement Amount as at the Closing Date, as set out in the Estimated Completion Statement;

(viii) **“Restricted Cash”** means any cash which at the relevant time is not capable of being spent, distributed, loaned or released by the Company from the jurisdiction in which it is situated without deduction or withholding or

additional cost, or which is not accessible in the manner described above within a period of two Business Days, including without limitation any cash securing rent deposits or any other cash held as collateral in respect of obligations of any other party;

(ix) **"Tax"** means all taxes, duties, levies, social security contributions and imposts and any charges, surcharges, deductions and withholdings, in each case of a fiscal nature and at whatever time and in whichever jurisdiction created or imposed, and in all cases together with all incidental, related or supplemental penalties, charges, interest, fines, default surcharges and costs (including, but not limited to, all penalties and interest relating to any failure to properly submit any return or other document relating to any Tax); and

(x) **"US Target Estimated Cash"** means the estimated Cash of the Company as at the Closing Date, as set out in the Estimated Completion Statement.

(xi) **"US Target Estimated Debt"** means the estimated Debt of the Company as at the Closing Date, as set out in the Estimated Completion Statement;

(xii) **"US Target Estimated Working Capital"** means the estimated Working Capital of the Company as at the Closing Date, as set out in the Estimated Completion Statement; and

(xiii) **"US Target Working Capital"** means the sum of -\$316,682.19.

Section 1.08 Payments. Any payment to be made under this Section 1.08:

(a) To the Seller shall be paid in cash, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 1.02 or such other wire transfer instructions provided by the Seller no less than five (5) Business Days' prior written notice to the Buyer;

(b) To the Buyer shall be paid in cash by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by the Buyer no less than five (5) Business Days' prior written notice to the Seller.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warrants to the Buyer that the statements contained in this ARTICLE II are true and correct as of the date hereof.

Section 2.01 Title to and Validity of Membership Interests. The Seller has good and valid title to and has the power to sell the Membership Interests, free and clear of all Encumbrances and, upon purchase and payment therefor and delivery to the Buyer thereof in accordance with the terms of this Agreement, the Buyer will obtain good and valid title to such Membership Interests free and clear of any Encumbrances.

Section 2.02 Organization; Authority; Binding Agreement. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. The Seller has all requisite power and authority and has taken all necessary action to enable it to enter into and perform its obligations under this Agreement and all other documents entered into, or to be entered into, by it pursuant to this Agreement, and when executed, each of such agreements will constitute valid, binding and enforceable obligations of the Seller in accordance with its terms.

Section 2.03 No Representations or Warranties. Except for the representations and warranties expressly set forth in Sections 2.01 and 2.02, neither the Seller nor the Company nor any of their respective officers, directors or managers (other than Goonhilly Holdings Limited), has made, nor are any of them making, any representation or warranty, written or oral, express or implied, at law or in equity, including with respect to merchantability or fitness for any particular purpose, in respect of the Seller, the Company, the Company's business or the Company's assets.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer represents and warrants to the Seller that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Buyer; Enforceability. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. The Buyer has all requisite power and authority and has taken all necessary action to enable it to enter into and perform its obligations under this Agreement and all other documents entered into, or to be entered into, by it pursuant to this Agreement, and when executed, each of such agreements will constitute valid, binding and enforceable obligations of the Buyer in accordance with its terms.

Section 3.02 No Conflicts; Consents. The Buyer does not require the consent or approval of any other person or entity to enter into or perform its obligations under this Agreement or any other document entered into, or to be entered into, by it pursuant to this Agreement, and its entry into and performance of each such agreement will not breach or constitute a default under its constitutional documents, any contract, agreement or instrument to which it is a party or applicable law or any undertaking to or judgment, order, injunction or decree of any court or relevant governmental authority binding on the Buyer.

Section 3.03 Membership Interests. The Buyer acknowledges that the Membership Interests are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. The Buyer is able to bear the economic risk of holding the Membership Interests for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

Section 3.04 Legal Proceedings. The Buyer is not engaged in any litigation or arbitration proceedings which might have an effect upon its capacity or ability to execute or perform its obligations under this Agreement or any other document entered into, or to be

entered into, by it pursuant to this Agreement, and to the knowledge of the Buyer, no such legal or arbitration proceedings have been threatened against it.

Section 3.05 Solvency. The Buyer is not insolvent, bankrupt or unable to pay its debts within the meaning of any applicable laws which relate to the Buyer. The Buyer has sufficient cash on hand or other sources of immediately available funds to make payment of the Purchase Price and any sum payable by the Buyer to the Seller pursuant to Section 1.07.

ARTICLE IV CLOSING DELIVERIES

Section 4.01 Seller's Deliveries. At the Closing, the Seller shall deliver to the Buyer the following:

- (a) the Membership Interests;
- (b) an assignment and assumption agreement, in the form attached hereto as Exhibit B (the "**Assignment and Assumption**"), duly executed by the Seller, and
- (c) pursuant to Section 1.04, a duly completed and executed Form W-9.

Section 4.02 Buyer's Deliveries. At the Closing, the Buyer shall deliver the following to the Seller:

- (a) the Closing Payment; and
- (b) the Assignment and Assumption, duly executed by the Buyer.

ARTICLE V SURVIVAL

Section 5.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations, warranties, and covenants contained herein and all related rights to indemnification shall survive the Closing and shall remain in full force and effect in accordance with their respective terms. Each party hereto acknowledges and agrees that the Buyer shall not be liable for any legal claim arising out of the Seller's representations and warranties.

ARTICLE VI CONFIDENTIALITY; ANNOUNCEMENTS

Section 6.01 Seller's Confidentiality Obligations. The Seller undertakes to the Buyer that it shall:

- (a) keep confidential the terms of this Agreement and all confidential information or trade secrets in its possession concerning the business, affairs, customers, clients or suppliers of the Company, the Buyer and any other member of the Buyer Group (as defined herein) provided to it by or on behalf of such other party in connection with this Agreement;

(b) not disclose any of the information referred to in Section 6.01(a) in whole or in part to any person or entity except as expressly permitted by this Section 6.01; and

(c) not make any use of any of the information referred in Section 6.01(a), other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement.

As used herein, (i) **"Buyer Group"** shall mean the Buyer and its Group (which, after Closing, includes the Company and Goonhilly Earth Station Limited) from time to time and **'member of the Buyer Group'** has a corresponding meaning, and (ii) **"Group"** shall mean, in relation to a company, that company, any subsidiary undertaking or any parent undertaking from time to time of that company and any subsidiary undertaking from time to time of a parent undertaking of that company (each company in a group is a **"member of the Group"**).

Section 6.02 Buyer's Confidentiality Obligations. The Buyer undertakes to the Seller that it shall:

(a) keep confidential the terms of this Agreement and all confidential information or trade secrets in its possession concerning the business, affairs, customers, clients or suppliers of the Seller provided to it by or on behalf of such other party in connection with this Agreement;

(b) not disclose any of the information referred to in Section 6.02(a) in whole or in part to any person, except as expressly permitted by this Section 6.02; and

(c) not make any use of any of the information referred to in Section 6.02(a), other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement.

Section 6.03 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as imposing on the Buyer an obligation to keep confidential, or restrict the Buyer's or any other member of the Buyer Group's use after Closing, of any information relating to the Company.

Section 6.04 Notwithstanding any other provision of this Agreement, no party shall be obliged to keep confidential or to restrict such party's use of any information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or any person to whom it has disclosed the information in accordance with Section 6.05(a) in breach of this Agreement); or

(b) was, is, or becomes available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information and where such person or entity has not received the information as a direct or indirect result of a breach of any confidentiality obligations in this Article VI.

Section 6.05 Each party may disclose any information that it is otherwise required to keep confidential under this Article VI:

(a) to those of such party's employees, officers, consultants, representatives or advisers (or those of any other member of the Buyer Group) who need to know such information to enable them to advise on this Agreement, or to facilitate the transactions contemplated hereby, provided that the party making the disclosure informs the recipient of the confidential nature of the information before disclosure and procures that each recipient shall, in relation to any such information disclosed to him or it (as the case may be), comply with the obligations set out in this Article VI as if they were that party. The party making a disclosure under this Section 6.05(a) shall, at all times, be liable for the failure of such party's recipients to comply with the obligations set out in this Article VI; or

(b) in the case of the Buyer only, to a proposed transferee of the Membership Interests (or any of them or the business of the Company) for the purpose of enabling the proposed transferee to evaluate the proposed transfer; or

(c) in the case of the Buyer only, to any member of the Buyer's Group or to any investor or potential investor in the Buyer's Group and their respective advisers, employees, officers or representatives; or

(d) in the case of the Buyer (and any other member of the Buyer Group) only, to any provider of finance or potential provider of finance or any potential co-investor in the Company or its business or to any insurer or potential insurer or insurance broker of the Buyer or of the Company and their respective advisers, employees, officers, representatives or consultants; or

(e) with the prior consent in writing of, in the case of the Buyer, the Seller and, in the case of the Seller, the Buyer; or

(f) to confirm that the transactions contemplated hereby have taken place, or the date of such transactions (but without otherwise revealing any other terms of such transactions or making any other announcement unless such announcement is agreed in accordance with Section 6.07); or

(g) to the extent that the disclosure is required or requested by any tax authority or is required to make any filing with, or obtain any authorization from, any tax authority; or

(h) to the extent that the disclosure is required:

(i) by the laws of any jurisdiction to which that party is subject; or

(ii) by an order of any governmental authority; or

(iii) to make any filing with, or obtain any authorization from, a governmental authority; or

(iv) to protect that party's interest in any legal proceedings;

provided that in each case (and to the extent it is legally permitted to do so) the party making the disclosure gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Article VI, such party takes into account (so far

as is reasonably practicable) the reasonable requests of the other party in relation to the content of such disclosure.

Section 6.06 Equitable Relief. Without prejudice to any other rights or remedies that a party may have, each of the parties acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Article VI by the other parties. Accordingly, the non-breaching party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Article VI.

Section 6.07 Announcements. Save as otherwise provided in this Article VI, no announcement of the sale and purchase of the Membership Interests under this Agreement shall be made by any party without the consent of, in the case of the Buyer the Seller and in the case of the Seller, the Buyer, except in the agreed form. Notwithstanding the foregoing, the Buyer may make any disclosure required by applicable securities laws, stock exchange rules, SEC rules or regulations, or disclosure obligations applicable to a publicly traded company.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. Except as otherwise provided in Section 1.02, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 7.03 Notices. Any notice or other communication to be given or served under or in connection with this Agreement shall be in writing and must be (a) delivered by hand or courier, or (b) sent by email to the party due to receive the notice at the following addresses, (i) to the Seller at Goonhilly Downs, Helston, Cornwall, United Kingdom, TR12 6LQ marked for the attention of Kenn Herskind (kenn.herskind@goonhilly.org), with a copy (which shall not constitute notice) to the Seller's counsel marked for the attention of Adam McGiveron, Emma Bryant and Robert Jones and by email to Adam.McGiveron@penningtonslaw.com, Emma.Bryant@penningtonslaw.com and Robert.Jones@bipc.com, or (ii) to the Buyer at its registered office from time to time marked for the attention of General Counsel of Intuitive Machines, Inc. and by email to ajones@intuitivemachines.com with a copy to the Buyer's Solicitors (which shall not constitute notice) marked for the attention of Mike Young and by email to MYoung@ReedSmith.com. A party may update its notice information from time to time by giving the other party notice of same in accordance with the provisions of this Section 7.03.

Section 7.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other

provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in documents to be delivered hereunder, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

Section 7.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. The Buyer understands and acknowledges that this sale is being made by the Seller as part of a plan of liquidation of the Seller and thus, upon completion of that plan of liquidation, which shall not happen until after completion of this sale, the shareholder of the Seller shall succeed to any rights or responsibilities of the Seller.

Section 7.08 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 7.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 7.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 7.12 Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the city of Wilmington and county of New Castle, and each

party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 7.13 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

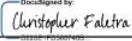
Section 7.14 Seller's Professional Advisors. Each party hereto hereby acknowledges, on its own behalf and on behalf of its affiliates, that Buchanan Ingersoll & Rooney PC ("**Buchanan**") may advise and represent the Seller, the Company and their affiliates in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and that, following consummation of the transactions contemplated hereby, Buchanan may advise and represent the Seller or its affiliates, if they so request, in connection with any action or other proceeding or obligation arising out of or relating to this Agreement or the transactions contemplated hereby or thereby, and each party hereby consents thereto and waives any conflict of interest arising therefrom, and each party and their respective Boards of Directors, Managers or similar governing bodies (or committees thereof) will cause any affiliate thereof to consent to and waive any conflict of interest arising from any such representation. In addition, the Buyer, on its own behalf and on behalf of the Company (as owned by the Buyer), the Buyer Group and their respective affiliates, successors and assigns, acknowledges and agrees that, effective as of the Closing, (a) all rights with respect to all attorney-client privilege, work product, professional confidentiality and other similar privileges and protections arising with respect to Buchanan's representation of any of the Seller, the Company or their respective affiliates, in each case in connection with the transactions contemplated by this Agreement, as well as any files and reports generated or maintained with regard thereto, including by consultants engaged by Buchanan (collectively, the "**Seller's Protected Rights, Files and Reports**"), will be deemed to have been assigned to, and will become the sole property of, the Seller, and will not be subject to disclosure to the Buyer, on its own behalf and on behalf of the Company (as owned by the Buyer), the Buyer Group and their respective affiliates in connection with any process relating to a dispute arising under or in connection with this Agreement or otherwise and that the Seller will have the exclusive right to control all decisions with respect to the assertion or waiver of such privileges and protections and (b) none of the Buyer, the Company (as owned by the Buyer), the Buyer Group and their respective affiliates or any person or entity acting or purporting to act on behalf of or through the Buyer, the Company (as owned by the Buyer), the Buyer Group or their respective affiliates will reasonably seek to obtain the Seller's Protected Rights, Files and Reports by any process on the grounds that the privilege attaching to such communications belongs to the Buyer, the Company (as owned by the Buyer), the Buyer Group or their respective affiliates.

Section 7.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (including by DocuSign or similar software platforms) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GOONHILLY HOLDINGS USA INC.

By 
Name: Christopher Faletra
Title: President and CEO

INTUITIVE MACHINES, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GOONHILLY HOLDINGS USA INC.

By _____

Name: Christopher Faletra

Title: President and CEO

INTUITIVE MACHINES, LLC
Steve Altemus
By **box** SIGN 186977KJ-1XWXZ97Z

Name: Steve Altemus

Title: Chief Executive Officer

Exhibit A

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Exhibit B

Assignment and Assumption

Date: __, 2026

KNOW ALL MEN BY THESE PRESENTS, that Goonhilly Holdings USA Inc., a Delaware corporation ("Assignor"), the sole member of COMSAT LLC, a Delaware limited liability company (the "Company") for valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey One Hundred Percent (100%) of Assignor's One Hundred Percent (100%) membership interest in the Company (the "Membership Interests"), under and pursuant to any and all agreements amongst the parties concerning or relating to the same subject matter to Intuitive Machines, LLC, a Delaware limited liability company ("Assignee").

TO HAVE AND TO HOLD the Membership Interests unto said Assignee, its respective beneficiaries, successors and assigns, absolutely and forever.

AND, Assignor for itself and its beneficiaries, successors and assigns, covenants and agrees to and with Assignee and its beneficiaries, successors and assigns, that Assignor is the true, sole and lawful owner thereof and had good right and lawful authority to bargain and sell the same in manner and form as aforesaid, and that the same has not been previously sold, assigned, conveyed, transferred, hypothecated or encumbered in any manner whatsoever, and the same is free and clear of all liens and encumbrances whatsoever and it will warrant and defend title thereto against the lawful claims and demands of every person, whomsoever, lawfully claiming the same.

By its signature hereto subscribed, Assignee agrees to accept assignment of said Membership Interest in the Company and to assume all of the rights, obligations, and duties of a member of the Company, and agrees to perform all of the duties and obligations of a said Membership Interest thereunder.

Contemporaneously with the execution of this Assignment and Assumption Agreement, Assignee will enter into that certain Limited Liability Company Agreement of the Company (the "LLCA") and agrees to be bound by the LLCA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOWS]

ASSIGNOR:

Goonhilly Holdings USA Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Intuitive Machines, LLC

By: _____

Name: _____

Title: _____

SCHEDULE 1.02
SELLER'S WIRE INSTRUCTIONS

Goonhilly Holdings USA Inc. Account

Account Name: Goonhilly Holdings USA Inc.

Account Number: 3850 3539 4008

Wire/Transit Number: 026009593

**SCHEDULE 1.07
COMPLETION ACCOUNTS**

**PART 1
INTERPRETATION**

1 In this Schedule:

2 **"Accounting Standards"** means UK GAAP FRS 102;

"Accounts" means the unaudited financial statements of the Company as at or for the period ended on (as applicable) the Accounts Date, together with the notes, reports, statements and other documents which are or would be required by applicable law and applicable Accounting Standards to be annexed to the financial statements concerned, copies of which have been provided to the Buyer prior to the date hereof;

"Accounts Date" means May 31, 2025;

"Completion Accounts" means the statement of financial position of the Company as at the close of business on the Closing Date prepared in accordance with Part 2 and Part 3 of this Schedule 1.07 and using the same methodology, calculations and assumptions as used to prepare the example Completion Accounts attached as Annex 2;

"Completion Capex Reimbursement Amount" means the Capex Reimbursement Amount as at the close of business on the Closing Date calculated by reference to the Completion Statement.

"Completion Statement" means the statement of the US Target Completion Cash, US Target Completion Debt, Completion Capex Reimbursement Amount and US Target Completion Working Capital, derived or produced from the Completion Accounts in the form of the pro-forma Completion Statement attached as Annex 1;

"Disputed Items" means the matters or items in the draft Completion Accounts and/or the Completion Statement delivered under paragraph 2 of Part 4 of this Schedule 1.07 that are disputed by the Seller and referenced in the Seller notice served under paragraph 3 of Part 4 of this Schedule 1.07;

"US Target Completion Cash" means the amount of Cash in respect of the Company as at the close of business on the Closing Date calculated by reference to the Completion Statement;

"US Target Completion Debt" means the amount of Debt in respect of the Company as at the close of business on the Closing Date calculated by reference to the Completion Statement;

"US Target Completion Working Capital" means the Working Capital in respect of the Company as at the close of business on the Closing Date calculated by reference to the Completion Statement and, for the avoidance of doubt the US Target Completion Working Capital may be a negative number; and

"Working Capital" means (a) all current assets (excluding Cash (and, for the avoidance of doubt, Restricted Cash, which shall not form part of Working Capital) and deferred tax), minus (b) all current liabilities (excluding Debt), of the Company calculated in accordance with Part 2 of this Schedule 1.07 (and using only the line items shown in the Completion Statement). For the avoidance of doubt, US Target Completion Working Capital shall not include amounts that are related to any Capex Reimbursement Amount, or included in US Target Completion Debt or US Target Completion Cash and vice versa.

**PART 2
FORM**

- 1 The Completion Accounts shall be in the form of the pro forma Completion Accounts attached as Annex 2.
- 2 The Completion Accounts shall be prepared in accordance with:
- 2.1 the specific accounting principles, bases, conventions, rules and estimation techniques set out in Part 3;
- 2.2 to the extent not provided for by the specific accounting principles, bases, conventions, rules and estimation techniques in Part 3, applying the same accounting standards, principles, policies and practices (with consistent classifications, judgements, valuation and estimation techniques) that were used in the preparation of the Accounts; and
- 2.3 to the extent not covered in paragraphs 2.1 and 2.2, the Accounting Standards in force as at the Closing Date.

**PART 3
SPECIFIC ACCOUNTING POLICIES**

- 1 In preparing the Completion Accounts:
- 1.1 no provision shall be made for any deferred tax asset or deferred tax liability;
- 1.2 deferred income shall be included as Working Capital;
- 1.3 corporation tax (which for the avoidance of doubt, includes any income, franchise, or similar taxes imposed on or payable by the Company) included within the definition of Debt, shall be calculated as if an accounting period of the Company had ended at the close of business on the Closing Date;
- 1.4 indirect taxes, such as U.S. state or local sales, use, or similar taxes, should be treated as Working Capital when arising in the ordinary course of trading and accrued up to the date of Closing on a basis consistent with the normal accounting policies and processes;
- 1.5 notwithstanding paragraph 1.4 of Part 3, any amounts in respect of indirect taxes shall be excluded from Working Capital and treated as Debt to the extent that they are overdue for payment as at Closing or are liabilities arising out of disputes with tax authorities, investigations or assessments, including penalties, interest or fines; and
- 1.6 any amounts relating to the Capex Reimbursement Amount shall be excluded from Cash and Working Capital, so that the only payment by the Buyer for such amounts is by way of the Capex Reimbursement Amount and there shall be no double counting in any circumstances.

**PART 4
PREPARATION**

- 1 The Buyer shall procure that a draft of the Completion Accounts and the Completion Statement are prepared in accordance with this Schedule 1.07 as soon as practicable after Closing and in any event within 90 Business Days of the Closing Date.
 - 2 The Buyer shall as soon as reasonably practicable after the draft Completion Accounts have been prepared deliver a copy to the Seller together with the Completion Statement and such working papers as are necessary or appropriate to understand and verify them.
-

- 3 The Seller shall within 30 Business Days of receipt of the draft Completion Accounts, the Completion Statement and working papers referred to in paragraph 2 deliver to the Buyer a statement in writing specifying whether, in their opinion, the draft Completion Accounts have been prepared in accordance with the provisions of Part 2 and Part 3 and whether the Completion Statement and the calculation of the US Target Completion Cash, US Target Completion Debt US Target Completion Working Capital and Completion Capex Reimbursement Amount is correct and, if not, the respects in which they consider the Completion Accounts have not been so prepared or the Completion Statement and the calculation of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and/or Completion Capex Reimbursement Amount is incorrect, identifying the amounts or items which are in dispute.
 - 4 Unless the Seller reports in writing within the period specified in paragraph 3 that in its opinion, the Completion Accounts have not been prepared by the Buyer in accordance with Part 2 and Part 3 and the Completion Statement is not correct, the Completion Accounts, the Completion Statement and the amount of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and Completion Capex Reimbursement Amount shall be conclusive and binding on the Seller and the Buyer.
 - 5 If within the period specified in paragraph 3 the Seller shall report in writing that, in its opinion, the Completion Accounts have not been prepared in accordance with the provisions of Part 2 and Part 3 or that the Completion Statement and the calculation of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and/or Completion Capex Reimbursement Amount is not correct, the Buyer and the Seller shall use all reasonable endeavours to agree the Disputed Items and the amount of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and Completion Capex Reimbursement Amount. If the Buyer and the Seller have not agreed the Completion Accounts, the Completion Statement or the amount of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and Completion Capex Reimbursement Amount within 20 Business Days of the date on which the Seller's statement referred to in paragraph 3 is delivered to the Buyer, either the Buyer or the Seller may at any time after that date refer the Disputed Items to an independent firm of certified public accountants as they shall agree or, in default of agreement within five Business Days of any proposal for the appointment of such accountants, each of the Buyer and the Seller shall appoint their own accounting firm who will together select the independent firm of certified public accountants.
 - 6 The independent firm of accountants referred to in paragraph 5 (the "**Independent Accountant**") shall determine only the Disputed Items (which may include any dispute involving the interpretation of any provision of this Agreement affecting the Completion Accounts or its jurisdiction to determine the dispute or its terms of reference).
 - 7 The Buyer and the Seller must co-operate with each other (including completing such documents and taking such other steps as may reasonably be necessary) for the purpose of jointly nominating (or, if the Buyer and the Seller are unable to agree on a nomination, for the purpose of each appointing their own accounting firm to request that they nominate) the Independent Accountant and agreeing the terms of their appointment. In particular, they must not unreasonably withhold their consent to the terms of appointment proposed by the Independent Accountant or the other party.
 - 8 The Independent Accountant shall act as an expert and not as arbitrator, and its decision shall be final and binding in the absence of manifest error or fraud.
-

- 9 The Buyer and the Seller shall instruct the Independent Accountant to resolve the Disputed Items and determine the amount of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and Completion Capex Reimbursement Amount as follows:
- 9.1 the Independent Accountant shall resolve the Disputed Items but shall make no other determination, decision or make any adjustment concerning the Completion Accounts, the Completion Statement or the calculation of the US Target Completion Cash, US Target Completion Debt, US Target Completion Working Capital and Completion Capex Reimbursement Amount which does not directly relate to the Disputed Items;
- 9.2 the Independent Accountant shall have regard to those matters and facts as are ascertained or capable of conclusive ascertainment on the Closing Date and no other matters or facts;
- 9.3 the Independent Accountant shall resolve the Disputed Items applying the accounting policies, principles and directions set out in Part 2 and Part 3 and not otherwise;
- 9.4 the Independent Accountant shall invite each of the Buyer and the Seller to provide a written statement and supporting documents setting out their position with regard to each of the Disputed Items, which statements and documents shall be provided by the Buyer and the Seller to the Independent Accountant within 10 Business Days of such request;
- 9.5 the Independent Accountant may instruct such valuers and other professional advisers (other than legal advisers) as it considers reasonably necessary to assist it in reaching its determination. On any matter of the legal interpretation of the terms of this Schedule 1.07, the Independent Accountant shall be entitled to rely on its own judgement;
- 9.6 the Independent Accountant may in its reasonable discretion determine such procedures to assist with its determination; and
- 9.7 unless otherwise agreed in writing by the Buyer and the Seller, the Independent Accountant shall be requested to deliver its determination in writing (including reasons for its determination) and to provide a copy to each of the Buyer and the Seller as soon as reasonably practicable following its appointment and in any event within 20 Business Days of its appointment.
- 10 Each of the Buyer and the Seller shall co-operate with the Independent Accountant and shall give the Independent Accountant such assistance and such reasonable access to any documents, books and records and other information in the Buyer or the Seller possession or control that the Independent Accountant may reasonably require in making its determination.
- 11 Each of the Buyer and the Seller shall bear their own costs incurred in connection with the Independent Accountant's determination in accordance with paragraph 9.
- 12 The fees of the Independent Accountant (and any professional advisers appointed by the Independent Accountant under paragraph 9.5) shall be borne by the Buyer and the Seller in such proportions as determined by the Independent Accountant, or in such proportions as the Independent Accountant may direct. If either of the Buyer or the Seller shall fail to pay its share of such fees, the other Party may in its absolute discretion pay such fees on the defaulting party's behalf and the defaulting party shall immediately upon demand reimburse the party making the payment.
-

ANNEX 1
PRO FORMA COMPLETION STATEMENT

To:

Goonhilly Holdings USA Inc. (the "**Seller**")
Goonhilly Downs
Helston
Cornwall
United Kingdom
TR12 6LQ
Attn: Kenn Herskind (kenn.herskind@goonhilly.org)

_____ 2026

Dear Sirs

We refer to the membership interest purchase agreement between the Seller and Intuitive Machines, LLC dated [•] 2026 (the "**MIPA**"). Capitalized words and phrases used in this letter shall have the meanings given in the MIPA (unless the context requires otherwise).

We enclose a copy of the Completion Accounts drawn up, in our opinion, in accordance with Schedule 1.07 of the MIPA.

On the basis of the Completion Accounts:

- the US Target Completion Cash is \$[•], compared to the US Target Estimated Cash in the Estimated Completion Statement of \$[•];
 - the US Target Completion Cash Excess/US Target Completion Cash Shortfall is \$[•];
 - the Completion Capex Reimbursement Amount is \$[•], compared to the Estimated Capex Reimbursement Amount in the Estimated Completion Statement of \$[•];
 - the Completion Capex Reimbursement Amount Excess/ Completion Capex Reimbursement Amount Shortfall is \$[•];
 - the US Target Completion Debt is \$[•], compared to the US Target Estimated Debt in the Estimated Completion Statement of \$[•];
 - the US Target Completion Debt Decrease/US Target Completion Debt Increase is \$[•];
 - the US Target Completion Working Capital is \$[•], compared to the US Target Estimated Working Capital in the Estimated Completion Statement of \$[•]; and
 - the US Target Completion Working Capital Excess/US Target Completion Working Capital Shortfall is \$[•];
-

Therefore, \$[●] is owed by the [Buyer] [Seller] to the [Seller] [Buyer] and shall be paid in accordance with [Section 1.07(c)] or [Section 1.07(d)] of the MIPA.

.....

for and on behalf of

INTUITIVE MACHINES, LLC

Copies to: Adam McGiveron (via email: Adam.McGiveron@penningtonslaw.com), Emma Bryant (via email: Emma.Bryant@penningtonslaw.com), and Robert Jones (via email: Robert.Jones@bipc.com).

ANNEX 2
PRO FORMA COMPLETION ACCOUNTS

GOONHILLY INC
ANNEX 2 - PRO FORMA
COMPLETION ACCOUNTS
Feb 26 for illustration
(update for Balance sheets
at completion)

	\$	Holdings pre- completion	US Capex Reimbursement	Other adjustments	
	Mar-26	Restructure			Mar-26
Trade debtors	392,539.54				392,539.54
Accrued income	260,255.29				260,255.29
Prepayments	147,378.22	11,818.16			159,196.38
Other CA	1,138.45				1,138.45
Trade creditors	(870,195.40)	(15,090.16)	541,830.74		(343,454.82)
Accruals	(361,153.91)	(6,388.76)			(367,542.67)
Other CL	(376,150.42)				(376,150.42)
Working capital balances	(806,188.23)	(9,660.76)	541,830.74	-	(273,018.25)
Cash at bank and in hand	1,006,973.36				1,006,973.36
US Capex Reimbursement	-		516,912.49		516,912.49
Interco payable	(7,851,636.54)	(4,794,922.94)			(12,646,559.48)
Deferred tax	(28,612.00)				(28,612.00)
Fixed assets	5,215,182.95	4,804,583.70			10,019,766.65
Intangible fixed assets	(1,332,270.77)				(1,332,270.77)
Net Assets	(3,796,551.23)	-	1,058,743.23	-	(2,737,808.00)

Balances to insert into the
Completion Statement:

Completion Cash	1,00
Completion Capex	
Reimbursement Amount	51
Completion Debt	
Completion Working Capital	(27

ANNEX 3

SOUTHBURY ELECTRICAL UPGRADE ESTIMATE

Outstanding Invoices (Currently Awaiting Approval)

Date	Vendor	Invoice #	Equipment	Inv Amount
21/07/2026	Electrical Wholesalers	\$129019317.005	1 - TYPE MUPDB: 004	\$125,864.47
23/07/2026	Electrical Wholesalers	\$129019317.008	1 - TYPE MUPDA: 001	\$125,864.47
23/07/2026	Electrical Wholesalers	\$129019317.009	1 - TYPE MSB: 005	\$160,555.82
			Total Outstanding:	\$412,284.76

Balance of Project Not Completed or Invoiced:

Vendor (Equipment or Service)	Est Due in Aug	Est Due in Spec	Est Due in Oct	Est Due in Nov
Contingency	\$ 30,000.00	\$ 15,000.00	\$ 15,474.00	
C&F Engineering (MEP)	\$ 3,688.00	\$ 3,688.00	\$ 34,500.00	
HP Consulting Engineering		\$ 1,450.00		
DiBlasi (Civil Engineer)		\$ 3,000.00	\$ 3,300.00	
Dymar (Structural Engineer)	\$ 1,007.00		\$ 1,255.00	
Electrical Wholesalers (Equipment Swbds) **	\$ 650,383.00			
Stewart Stevenson (Equipment-Generators)		\$ 599,182.00		
Stewart Stevenson (Equipment-Loadbank)	\$ 55,960.00			
JMLS (Installation-GC, CM, Elec, Mech, Rigging)	\$ 419,189.00	\$ 345,174.00	\$ 239,817.00	\$ 84,483.00
Totals:	\$ 1,156,539.00	\$ 967,494.00	\$ 294,346.00	\$ 84,483.00

** Includes \$412,284.75 of outstanding invoices

Above includes Allowances and Contingency which will effect the final price of project

JMLS installation costs are invoiced based on completion of work. Values are estimated per month and can vary based on equipment arrival, weather etc.

PURCHASE ORDER



JMLS Consulting Services
Attention: Jason Henry
477 Main Street
Suite 220
MONROE CT 06468
UNITED STATES

Purchase Order Date
16 Oct 2025

Delivery Date

Purchase Order Number
PO-25-5257

Reference
PR-10742, PO-25-5257, Project
Management COMSAT-SBY Electrical
Upgrade, 2025-2026

Goonhilly, Inc. d/b/a COMSAT
2120 River Rd.
PO Box 655
Southbury, CT 06488

Email: ap.us@comsatteleports.com

Tax Id
92-2973527

Description	Quantity	Unit Price	Amount USD
PR-10742, PO-25-5257, Project Management COMSAT-SBY Electrical Upgrade, 2025-2026			
General Contractor/Construction Manager (GC/CM) services for the proposed Electrical Upgrade at 2120 River Road in Southbury, CT.			
Ref: JMLS Power Upgrade Final Proposal Package 09.16.2025			
JMLS will be providing Construction Management services and contract the trades to include Site, Electrical, Mechanical (to include generator fuel system) as per the Comsat Generator Trade Breakdown document dated 8/4/25.	1.00	2,234,284.38	2,234,284.38
Project cost shall not exceed \$2,234,284.38 and includes CT taxes			
NOTE: The permitting and submittal process began immediately (August-2025) to expedite project planning and coordination			
Subtotal			2,234,284.38
TOTAL USD			2,234,284.38

ORDER ACKNOWLEDGEMENT - Please sign and return to Goonhilly, Inc. d/b/a COMSAT

The Purchase Order is accepted based on the terms and
conditions found at: <http://www.comsatteleports.com/>

DELIVERY DETAILS

Delivery Address 2120 River Road, PO Box 655 Southbury CT 06488 United States	Attention COMSAT Southbury Teleport Telephone 1 203 262 5040	Delivery Instructions
---	---	------------------------------



September 16, 2025

Comsat / A GOONHILLY Company
2120 River Road
Southbury, CT 06488

Attn: Mr. Eric Khentigan
Mr. Christopher Faletta
Ms. Peggy Missett
Ms. Terri Winchell Damato – TWD Consulting
C&F Consulting Engineering

Re: Electrical Upgrade Project

Team,

The following items are incorporated into the pricing received from subcontractors based upon the pricing drawings listed here:

Drawing	<i>Drawing Title – BY C&F CONSULTING ENGINEERS</i>	Date
E-001	ELECTRICAL SYMBOL LIST, ABBREVIATIONS, NOTES & INDEX	06.12.25
ED-100	ELECTRICAL INFRASTRUCTURE EQUIPMENT DEMOLITION PLAN	06.12.25
E-100	ELEC INFRASTRUCTURE EQUIP LAYOUT PLAN	06.12.25
E-101	POWER BLDG ELECTRICAL POWER PLAN	06.12.25
E-102	ELECTRICAL GROUNDING PLAN	06.12.25
E-200	ELECTRICAL LIGHTING PLAN	06.12.25
E-300	ELECTRICAL PANEL SCHEDULES	06.12.25
E-400	ELECTRICAL ONE LINE RISER DIAGRAM	06.12.25
E-401	ELECTRICAL ONE LINE RISER DIAGRAM (EXISTING)	06.12.25
E-500	STANDBY GENERATOR SIDE & REAR ELEVATIONS	06.12.25
E-501	STANDBY GENERATOR LOAD BANK DETAILS SHEET 1 OF 2	06.12.25
E-502	STANDBY GENERATOR LOAD BANK DETAILS SHEET 2 OF 2	06.12.25
E-600	EVERSOURCE (UTILITY) ELEC SERVICE DETAILS SHEET 1 OF 3	06.12.25
E-601	EVERSOURCE (UTILITY) ELEC SERVICE DETAILS SHEET 2 OF 3	06.12.25
E-602	EVERSOURCE (UTILITY) ELEC SERVICE DETAILS SHEET 3 OF 3	06.12.25
E-700	UNDERGROUND DUCT BANK CONDUIT DETAILS	06.12.25
E-800	AUTOMATIC TRANSFER SWITCH DETAILS	06.12.25
E-900	ELECTRICAL DETAILS SHEET 1 OF 2	06.12.25
E-901	ELECTRICAL DETAILS SHEET 2 OF 2	06.12.25
M-001	MECHANICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING INDEX	06.12.25
M-100	GENERATOR FUEL OIL SYSTEM PLAN	06.12.25
M-200	GENERATOR FUEL OIL PIPING DIAGRAM & DETAILS	06.12.25
M-201	FUEL OIL TANK SPECIFICATION & EQUIPMENT SCHEDULES	06.12.25
M-300	MECHANICAL SPECIFICATIONS SHEET 1 OF 5	06.12.25
M-301	MECHANICAL SPECIFICATIONS SHEET 2 OF 3	06.12.25
M-302	MECHANICAL SPECIFICATIONS SHEET 3 OF 5	06.12.25
M-303	MECHANICAL SPECIFICATIONS SHEET 4 OF 5	06.12.25

**477 Main Street, Suite 220
Monroe, CT 06468
203-880-5930**



M-304	MECHANICAL SPECIFICATIONS SHEET 5 OF 5	06.12.25
	<i>DRAWING TITLE - SITE AND CIVIL PLANS BY DYMAR</i>	
	COVER SHEET	04.04.24
C-1	GENERAL LEGEND	04.04.24
C-2	EXISTING CONDITIONS	04.04.24
C-3	SITE UTILITY & GRADING PLAN	04.04.24
C-4	PLAN & PROFILE – ACCESS DRIVE	04.04.24
C-5A	CONSTRUCTION SITE LOGISTICS & SOIL EROSION & SEDIMENT CONTROL PLAN	04.04.24
C-5B	SOIL EROSION & SEDIMENT CONTROL NARRATIVE	04.04.24
C-5C	SOIL EROSION & SEDIMENT CONTROL CONSTRUCTION STANDARDS	04.04.24
C-5D	SOIL EROSION & SEDIMENT CONTROL CONSTRUCTION DETAILS	04.04.24
C-6A	CONSTRUCTION SPECIFICATIONS & STANDARDS	04.04.24
C-6B	EARTHWORK SPECIFICATIONS	04.04.24
	<i>DRAWING TITLE – DIBLASI ASSOCIATES PC STRUCTURAL PLANS</i>	
S0.01	ABBREVIATIONS AND NOTES	02.24.25
S1.01	FOUNDATION PLAN AND DETAILS	02.24.25
	COMSAT TRADE MEETING QUESTIONS – NOT FULLY ANSWERED	04.28.25

Base Cost including Connecticut State Sales Tax \$2,234,284.38

- As per August 4, 2025 Goonhilly/Comsat teleports Rev 02 Trade Breakdown
- Includes subcontractor proposals and qualifications, distributed to team.

Qualifications, Notes and Exclusions:

1. Permit drawings and submittals required to apply for permit with Town of Southbury.
2. Does not include cost for owner supplied equipment. Rigging is allowance to be reviewed with submittals and delivery dates. Installation is included.
3. Fuel Oil is not included. Fuel Oil is supplied by Comsat. Transferring fuel from temp tank to new system is not recommended or included.
4. Demolition of existing power equipment is not included, specifically generators and components. Only items marked on C&F Drawings are included and as noted on Enterprise Electrical proposal. Does not include HVAC unit demolition which was completed by Comsat.
5. Coordinated/Issued for Construction set of full design plans will be required to start project along with all owner supplied submittals. Any changes made must be bubbled with a revision number.

Regards,
Jason Henry
Member

**477 Main Street, Suite 220
Monroe, CT 06468
203-880-5930**



JMLS
477 Main Street, Suite 220
Monroe, CT 06468

Project: Goshilly / Comsat Teleports REV 02
Address: 2120 River Road, Southbury
Floor(s): N/A
Project Manager: Jason Henry
Due Date & Time: 08.04.2025

Architect: N/A
Engineer: N/A
Type of Work: Generator Plant
Square Footage: N/A
Scope: New Generator System

	Anticipated Sub	PRICE	Company	Cost	Company	Cost	Company	Cost	Company	Cost	Company	Cost
Mobilization/Site Cleanup	Byrd		INC Stone	\$12,500.00								
Site Survey/As-Built Submissions	Byrd		NIC Stone	\$14,500.00	Byrd	NIC						
Erosion Control	Byrd		INC Stone	\$11,375.00								
Concrete Pad Prep/Driveway	Allowance	\$25,000.00	Stone	\$96,200.00								
Drainage Installation	Byrd		INC Stone	\$7,920.00								
Selective Demo/Restoration	Byrd		INC Stone	\$8,200.00								
Bollards (Price Breakout in Stone Proposal)	Supply Allowance 11	\$5,000.00	Stone	\$9,735.00								
Concrete Pad Installation	Byrd	\$187,708.00	Stone	\$152,000.00	Byrd	\$187,707.75						
Site Restoration	Byrd		INC Stone	\$7,260.00								
Piping	B&G	\$472,850.00	B&G Piping	\$472,850.00	Mulvaney	No Price						
Exterior Panelized Enclosure Supply	ACS	\$40,732.05	ACS	\$40,732.05								
Exterior Enclosure Installation Allowance		\$3,774.05										
Generator Exhaust Install Allowance by Mechanical	Allowance B&G	\$25,000.00		22K Labor/3K mat								
Electrical		\$765,830.00			Enterprise Elec	\$765,830.00			RO/EC	\$766,791.00		
Electrical Items Not Covered Allowance Not in Trade Breakdown	Allowance	\$65,000.00										
Control Wiring Allowance	Allowance from Enterprise	\$48,000.00			Enterprise Elec	\$48,000.00						
Lighting Protection			In Elec		Enterprise Allowance	\$32,000.00						
Light Pole Cost (1)			In Elec						RO/EC	\$6,287.00	N&S	\$37,500.00
Light Pole 5 Additional Allowance			In Elec									
Galvanized Platform			NIC									
Steel Support in Power Room for Conduits (Pending Design)	Allowance	\$8,188.00	Vona	\$8,188.00								
New Garage Door	Allowance		NIC									
Skim Building at Garage Door and Exhaust	Allowance		NIC									
Rigging of Owner Equipment	Allowance	\$90,000.00	Quick Pick	\$91,620.53	Meyers	No Price						
General Trade, Misc Field Requirements and Safety	JMLS		NIC	\$12,788.00								
Contingency			NIC	Should be Carried by Comsat								
3rd Party Special Inspection Allowance	Allowance	\$10,000.00		Need Special Inspection List by DBI								
Subtotal		\$1,989,671.05										
General Conditions		\$86,500.00	4122week @ 20weeks									
Insurance		\$31,357.00										
Fee (Overhead/Profit)		\$79,039.03										
Permit/Expediting		\$35,000.00	Allowance									
Service Tax		\$12,515.73										
TOTAL		\$2,234,294.38										

APPROVED BY:

DATED:

NOTES:

SEE SUBCONTRACTOR PROPOSALS AS PART OF THIS PACKAGE.

PRICING FLUCTUATIONS DUE TO TARIFFS HAVE NOT BEEN INCLUDED

NOTES AND QUALIFICATIONS TO FOLLOW: THERE IS INFORMATION AND EQUIPMENT TO DISCUSS WITH TEAM AND POSSIBLE TRADE COMPANYS.

SPREADSHEET WILL BE REVIEWED AND UPDATED AFTER REVIEW WITH COMSAT AND TND CONSULTING

Electrical Proposal:

Date: 07/23/2025

Attn: Jason Henry

JH@jmlscs.com
203-400-4038

Est #: 25-045 R2

To: JMLS
477 Main Street, Suite 220
Monroe, CT. 06468

Re: COMSAT, INC.
Generator Upgrade
2120 River Road
Southbury, CT. 06488

We are pleased to provide the following proposal on the above referenced project in accordance with the following:

Drawings: C drawings dated 04/04/2024. Revised M and E drawings dated 06/12/2025, Email RFI responses dated 06/26/2025
Specifications: NA
Addendums: Per meeting 07/21/2025 Provide Budget add Alt for 2 new 4" PVC from Utility Pole to TX pad

Included: Scope Specific

- Daily clean up to GC/CM dumpster to be located onsite
- Normal Hours 7:00-3:30PM
- Demolition includes disconnect & make safe for take down, removal, by others
- Conduit Types Schedule 40 PVC, EMT
- Conduit Fittings to be double Set Screw for larger conduits, and single Set Screw for smaller conduits
- Site lighting as shown
- Wiring for Site pole from existing lighting contactor
- (2) 2" Empty Control Conduits from Specified equipment, Drawing E-100 Note 15, to non-combustible shed
- (2) 2" Empty Control Conduits from non-combustible shed to jbox in power building
- (1) 4" Empty Conduit between Power building and other building (NOC) as shown on E-100
- Run 3 sets of Empty 3" schedule 40 PVC from MUPDA to the exterior of the power building and cap off for future AMDP2
- Run 3 sets of Empty 3" schedule 40 PVC from MUPDB to the exterior of the power building and cap off for future BMDP2
- Run new secondary PVC from Utility TX to MSB
- Run UG Schedule 40 PVC for equipment shown on E-100
- Run new EMT conduits to Jboxes as shown on E-101
- Relocate lighting circuits in panels PP1A, PP2A, PP3A, PP1B, PP2B, PP3B
- Disconnect equipment for removal and disposal by others existing main switchboard, Euclid, two generators, Etc
- Install new equipment supplied by owner, per responsibility matrix
- Run conduit and wire sized per E-400
- Provide Coordination and ARC Flash study
- Third Party NETA Testing for breakers as requested
- Provide direct strike, lightning protection per UL96a. Terminals to be placed as defined by a 150' strike radius as required. Bonding is to all bodies of inductance within a six-foot side flash distance of the main conductor. Class 1 aluminum material changing to copper 18 inches above grade. Lightning protection terminating at the facility ground system.
- Single point connection for heat trace (Heat trace supplied and installed by others)
- Line Voltage wiring for tank equipment per drawings (All equipment to be supplied and installed by others)
- Run 60 amp single phase feed from TGPA to enclosure, Tie into panel supplied and installed by MFG
- PDF As-Built drawings

Excluded:

- Overtime
- Bond
- Tax
- Permit
- Prevailing Wages
- Utility Company Fees
- Disposal fees of any equipment
- Rigging of equipment supplied by others
- Lightning Protection certifications, inspections and third party testing of LP system.
- Control Wiring
- Storage of Owner supplied equipment
- Fuel for generators
- Removal of fuel for existing generators
- Lighting (none shown)
- Exit and Emergency Lighting (none shown)
- Excavation, Back-fill, sand, process fill, flowable fill
- Concrete, concrete encasement, concrete bases, or pads
- Precast concrete, pads, bases, vaults, or manholes
- Light pole bases poured in place, or precast
- Cutting, patching, painting, X-raying, waterproofing of floors, walls, ceilings, or roof
- Heat trace supply or installation
- All pumps, controllers, limit switches, and associated equipment
- All Electrical work associated with new enclosure, receptacles, heaters, fans, lighting. (Not enough information provided)
- Plywood backboards
- Painting of Plywood backboards, walls, conduit or equipment
- HVAC Mechanical equipment, VFDs, Starters, or Disconnects
- HVAC temperature or BMS control wiring
- Wiring of any LV controls, or systems (UON in this proposal)
- Modifications, additions or expansion of existing distribution panels or equipment
- Modification, upgrades, additions, or expansion of existing Fire Alarm head end equipment
- Modifications or upgrading of existing wiring methods
- Extended warranties
- BIM modeling or Coordination drawings
- Auto Cad As-Built drawings
- Work of other trades
- Wiring, devices, patch panels, patch cords, or equipment for CATV, Tele/ Data, Wireless Access points, A/V, Access Control, Video Surveillance, or Security
- Ladder tray, JHooks, pathways, for LV systems not supplied and installed by EEC.
- Any and all costs associated with Tariffs, and government imposed regulations
- **PHASE 2 DEMO includes disconnect of electrical power and removal of feeder conductors only**

EEC Clarifications:

- Bid documents as listed are considered complete and in full compliance with all codes and regulations as required by inspection agencies having jurisdiction
- No allowance has been made for any work not shown or omitted from the above referenced bid documents or required by the local inspection agencies
- All Installations to be performed as indicated on the Engineered Drawings
- It is EEC Policy to ONLY work on NON-energized panels and circuits for Safety reasons.
- Pricing is valid for 10 days
- Enterprise Electrical Contractors pricing is solely based on commodity prices and market conditions as of the date of this proposal. The applicable awarding party acknowledges that in accepting this proposal, Enterprise Electrical Contractors is entitled to amend pricing, extend project schedule, and apply necessary aid as required for increases in cost after the date referenced above
- Enterprise Electrical Contractors shall be held harmless of any costs associated with schedule delays or liquidated damages due to supply chain issues of any equipment or materials.
- Pricing is based on current copper and steel prices as of 07/23/2025. Pricing shall be adjusted at the time of purchase.

- **PHASE 2 DEMO includes disconnect of electrical power and removal of feeder conductors only**

Proposal (Base Bid):		Dollars: \$ 738,900.00
Alternate 01: ADD Permit Fees	ADD	Dollars: \$ 9,450.00
Alternate 02: ADD Sales Tax	ADD	Dollars: \$ 47,480.00
Alternate 03: ADD 2-4" Schedule 40 / 80 PVC with Pull string from Street to TX based on 275' x 2 conduits	ADD (Budget)	Dollars: \$ 15,600.00
Unit Cost: Per site pole, installed at time of other site poles, work includes 40' of PVC & wire	Unit Cost per pole	Dollars: \$ 5,700.00

Regards,

Eric Hesterberg

Eric Hesterberg

Cell: 203-491-7200 | Office: 203-743-5051 x131

Enterprise Electrical Contractors, Inc.

Ehesterberg@enterpriseelectric.com

Payment Schedule

Monthly Progress Billing, Net 30

Days

Deposits may be required

B & G PIPING COMPANY, INC.
Mechanical Contractors
92 Erna Avenue
Milford, CT 06460
(203) 877 – 2937

License Number # P1-204474
License Number # S1-303743
License Number # MG1-0101

Wednesday, June 25, 2025

JMLS
450 Monroe Turnpike
Monroe, CT 06468

Att: Jason Henry: Project Estimator
Ref: Comsat Generator Upgrade Project

Dear Jason,

We are pleased to provide you with our proposal for the above-referenced project. This proposal is based upon the mechanical plans & specifications dated 06-05-25 and our site review. The following is include:

Scope of Work

- Furnish (1) 6,000- gallon Rectangular Double Wall Fuel Tank. Coordinate with JSML furnished rigger to assist with setting of fuel oil tank.
- Furnish and install (1) Immersion Heaters in Oil tank.
- Furnish and install (2) Preferred Utilities Fuel Oil Transfer Pumps as specified.
- Furnish and install (1) Preferred Utilities Fuel Oil Filtration System as specified.
- Furnish and install (1) Preferred Utilities Triplex Fuel Oil Pump Set.
- Furnish and install Level Monitor System and Leak Detection System.
- Furnish and install Fuel Oil Containment Piping. Containment piping to be installed between Fuel Oil Storage tank and Triplex Pump Enclosure pump sets and between pump sets and generator belly tanks.
- Furnish and install containment piping supports as required.
- Containment piping to have built in conduit to except heat maintenance cable system.
- Containment piping to be utilized on filtration system piping.
- Furnish Ray-Chem high temperature heat maintenance cable system complete with sensing elements and controllers.
- Provide CAD coordination drawings for new piping installation.
- Provide for factory authorized statup and test of system.
- Provide mechanical permit.

Total cost for work as outlined including CT sales tax is \$672,650.00 dollars.

Exclusions:

- Permit Fees. (Fees by JMLS.)
- Non -Combustible Pump and Filtration Enclosure. (By JMLS.)
- Power or control wiring.
- Removal / disposal of existing equipment, generator exhausts, fuel oil tank, fuel oil piping, or disposal of existing fuel oil.
- Off hours overtime labor.
- Rigging of owner supplied equipment or new oil tank. Rigging of tank by JMLS.
- Structural Steel Supports.
- Recover refrigerant from Roof Top AC Unit. Prep for removal by others.
- Disconnect and removal of (2) existing generator exhausts.

Thank you for this opportunity to quote. Please contact me at your earliest convenience with any questions regarding this proposal.

Sincerely,
Thomas Gasparrini
Thomas Gasparrini
President

ANNEX 4

SANTA PAULA FACILITIES ESTIMATE

Outstanding Invoices (Currently Awaiting Approval)

Date	Vendor	Invoice #	Equipment	Inv Amount
29/06/2026	Pacific Builders	App #6	GC	\$73,383.00
30/06/2026	West Coast Air	IAC16615	Move of AC Equipment	\$3,000.00
			Total Outstanding:	\$76,383.00

Balance of Project Not Completed or Invoiced:

Vendor (Equipment or Service)	Est Due in Aug	Est Due in Sept
Contingency	\$ 3,908.00	
Whitman (Engineering)	\$ 1,059.00	
Furniture	\$ 25,066.00	
Integrated Fire (Fire Sprinkler & Alarm Updates)		\$ 17,889.00
Pacific Builders (General Contractor)	\$ 81,211.00	\$ 25,128.00
Totals:	\$ 111,244.00	\$ 43,017.00

Above includes Allowances and Contingency which will effect the final price of project

INTUITIVE MACHINES, LLC

**SECOND AMENDED AND RESTATED LIMITED
LIABILITY COMPANY AGREEMENT**

Dated as of February 13, 2023

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH LIMITED LIABILITY COMPANY INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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INTUITIVE MACHINES, LLC

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all schedules, exhibits and annexes hereto, this "**Agreement**") of Intuitive Machines, LLC, a Delaware limited liability company (the "**Company**"), dated as of February 13, 2023, is entered into by and among the Company, Intuitive Machines, Inc., a Delaware corporation (the "**Corporation**"), in its capacity as a Member and the sole managing member of the Company, each of the other Members (as defined herein), and each other Person who is or at any time becomes a Member in accordance with the terms of this Agreement.

RECITALS

WHEREAS, unless the context otherwise requires, capitalized terms used herein have the respective meaning ascribed to them in Article I;

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Texas Business Organizations Code, as amended from time to time (the "**TBOC**"), by the filing of the Certificate of Formation (the "**Certificate of Formation**") with the Secretary of State of the State of Texas on October 17, 2013;

WHEREAS, until April 11, 2014, the Company was not governed by a written limited liability company agreement;

WHEREAS, certain of the Pre-Transaction Members (as defined below) entered into that certain Limited Liability Company Agreement of the Company effective as of April 11, 2014, which was subsequently amended on February 19, 2016 and December 31, 2018 (as amended, the "**Original LLC Agreement**");

WHEREAS, prior to the Effective Time (as defined below), the Company was governed by that certain Amended and Restated Limited Liability Company Agreement of the Company, effective as of May 25, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all schedules, exhibits and annexes thereto, the "**A&R LLC Agreement**"), which the parties listed on Schedule I hereto executed in their capacity as members (collectively, the "**Pre-Transaction Members**"), and which amended and restated the Original LLC Agreement in its entirety;

WHEREAS, the Company redomiciled as a limited liability company organized under the Laws of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act by the filing of a Certificate of Formation and a Certificate of Conversion with the Secretary of State of the State of Delaware on February 10, 2023 and the filing of a Plan of Conversion and a Certificate of Conversion with the Secretary of State of the State of Texas on February 10, 2023 and the Company after such redomicile is intended to be treated as a continuation of the Company prior to such redomicile under Section 708 of the Code (and any similar provision of U.S. state or local applicable Law);

WHEREAS, on September 16, 2022, the Company and the Corporation entered into that certain Business Combination Agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all schedules, exhibits and annexes thereto, the "**Transaction Agreement**"), pursuant to which, and subject to the terms and conditions contained therein, (i) immediately prior to the Effective Time, the Company converted or exchanged (the "**Recapitalization**") all outstanding Equity Securities of the Company into Common Units (as defined herein), Options (as defined herein) and Unvested Earn Out Units (as defined herein), as applicable, in accordance with the Recapitalization Instrument and (ii) as of the Effective Time, the Corporation contributed to the Company the Closing Contributions (as defined in the Transaction Agreement) and, in consideration thereof, the Company issued to the Corporation Common Units, Series A Preferred Units, Common Warrants and Investor Warrants (collectively together with the other transactions contemplated by the Transaction Agreement, the "**Transactions**");

WHEREAS, prior to the date hereof the Company has granted certain options (the "**Original LLC Options**") under the IM Unit Option Plan (as defined herein) to those identified on Schedule 4 hereto (collectively, the "**Original LLC Optionees**"), pursuant to which each Original LLC Optionee remains entitled to purchase that number of Class B Units (as defined in Section 2.1 of the A&R LLC Agreement, the "**Original Class B Units**") of the Company set forth opposite such Person's name on Schedule 4 hereto under the column labeled "Original LLC Options" at an exercise price per Original Class B Unit set forth on Schedule 4 hereto;

WHEREAS, in connection with the Recapitalization, the Original Class B Units underlying the Original LLC Options will be converted into Common Units underlying the LLC Options (as defined herein); and

WHEREAS, in connection with the foregoing matters, the Company and the Members (including, for the avoidance of doubt, the Pre-Transaction Members) desire to continue the Company without dissolution and amend and restate the A&R LLC Agreement in its entirety as of the Effective Time to reflect, among other things, (a) the consummation of the Transactions, including the Recapitalization and the addition of the Corporation as a Member and its designation as sole managing member of the Company and (b) the other rights and obligations of the Members, the Company, the Manager and the Corporation, in each case, as provided and agreed upon in the terms of this Agreement as of the Effective Time, at which time the A&R LLC Agreement shall be superseded entirely by this Agreement and shall be of no further force or effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the A&R LLC Agreement is hereby amended and restated in its entirety and the Company, the Corporation and the other Members, each intending to be legally bound, each hereby agrees as follows:

ARTICLE I. DEFINITIONS

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

"481 Income Adjustment" has the meaning set forth in Section 4.01(b)(iv).

"A&R LLC Agreement" has the meaning set forth in the Recitals.

"Accrued Distribution" has the meaning set forth in Section 4.01(a).

"Accrued Value" means with respect to each Series A Preferred Unit as of the determination date (as defined in the Securities Purchase Agreement), the sum, subject to appropriate adjustment in the event of any unit distribution, unit split, combination or other similar recapitalization with respect to the Series A Preferred Unit, of (i) the Stated Value (as defined in the Securities Purchase Agreement), plus (ii) the aggregate amount of any Accrued Distributions on such Series A Preferred Unit as of such date.

"Additional Member" has the meaning set forth in Section 12.02.

"Adjusted Capital Account Deficit" means, with respect to the Capital Account of any Member as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Member's Capital Account balance shall be:

- (a) reduced for any items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6); and
- (b) increased for any amount such Member is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i)(5) (relating to minimum gain).

"Admission Date" has the meaning set forth in Section 10.06.

"Affiliate" (and, with a correlative meaning, **"Affiliated"**) means, with respect to a specified Person, each other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of Voting Securities or by contract or other agreement or otherwise). For the avoidance of doubt, with respect to each Member other than the Corporation, (a) a trust, family limited partnership or similar estate planning vehicle, under which the distribution of Units may be made only to beneficiaries who are such Member, his or her current or former spouse, siblings, parents, or spouse's or former spouse's parents or siblings or lineal descendants (whether natural or adopted) of the Member, his or her current or former spouse, siblings, parents or current or former spouse's parents or siblings, and any charitable foundation of such Member; (b) a charitable remainder trust, the income of which shall be paid to such Member during his or her life; or (c) such Member's current or former spouse, siblings, parents, or current or former spouse's parents or siblings or lineal descendants (whether natural or adopted) of the Member, his or her current or former spouse, siblings, parents or current or former spouse's siblings or parents, and any charitable foundation of such Member.

“**Agreement**” has the meaning set forth in the Preamble.

“**Allocation Period**” means, as applicable, the period (a) beginning the day following the end of a prior Allocation Period, and (b) ending (i) on the last day of each Fiscal Year; (ii) the day preceding any day in which an adjustment to the Book Value of the Company’s properties pursuant to clauses (b)(i), (b)(ii), (b)(iii) or (b)(vi) of the definition of Book Value occurs; (iii) immediately after any day in which an adjustment to the Book Value of the Company’s properties pursuant to clauses (b)(iv) and (b)(v) of the definition of Book Value occurs; or (iv) on any other date determined by the Manager.

“**Annual Rate**” means 10.0% per annum of the Series A Preferred Liquidation Amount. “**Assignee**” means a Person to whom a Unit has been transferred but who has not become a Member pursuant to Article XII.

“**Assumed Tax Liability**” means, with respect to any Member, an amount equal to the excess of (i) the product of (A) the Distribution Tax Rate multiplied by (B) the estimated or actual cumulative taxable income or gain of the Company (excluding any taxable income or gain of the Company allocated to the Series A Preferred Units), as determined for federal income tax purposes, allocated to such Member for the current and all prior Taxable Years (or portions thereof), less prior losses of the Company (excluding any losses of the Company allocated to the Series A Preferred Units) allocated to such Member for such Taxable Years (or portions thereof), to the extent such prior losses are available to reduce such income and have not previously been taken into account in the calculation of Assumed Tax Liability for any prior period, in each case, as reasonably determined in good faith by the Manager over (ii) the cumulative Tax Distributions made to such Member pursuant to Section 4.02(b)(i)(B) or any similar provision of the Original LLC Agreement; provided, however, that, in the case of each Member, and for the avoidance of doubt, such Assumed Tax Liability shall take into account any Code Section 704(c) allocations (including “reverse” 704(c) allocations) to the Member and any adjustments made pursuant to Code Section 734 and 743(b). A Member’s Assumed Tax Liability shall be estimated on a quarterly basis by the Manager, taking into account estimated taxable income or loss of the Company through the end of the relevant quarterly period.

“**Base Rate**” means, on any date, a variable rate per annum equal to the rate of interest most recently published by *The Wall Street Journal* as the “prime rate” at large U.S. money center banks.

“**Black-Out Period**” means any “black-out” or similar period under the Corporation’s policies covering trading in the Corporation’s securities to which the applicable Redeeming Member is subject (or will be subject at such time as it owns Class A Common Stock), which period restricts the ability of such Redeeming Member to immediately resell shares of Class A Common Stock to be delivered to such Redeeming Member in connection with a Share Settlement.

“**Book Value**” means, with respect to any property of the Company, such property’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) The initial Book Value of any property contributed by a Member to the Company shall be the Fair Market Value of such property as of the date of such contribution.

(b) The Book Values of all properties shall be adjusted to equal their respective fair market values to reflect any Unrealized Gain or Unrealized Loss attributable to such Company assets as of the following times (i) the acquisition of an interest (or additional interest) in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution to the Company or in exchange for the performance of services to or for the benefit of the Company; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); (iv) the acquisition of an interest in the Company by any new or existing Member upon the exercise of a noncompensatory option (including a Series A Preferred Conversion or Warrant) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); (v) upon the conversion of any Unvested Earn Out Units into Common Units in connection with a Vesting Event in accordance with principles similar to those set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(s); or (vi) any other event to the extent determined by the Manager to be permitted and necessary to properly reflect Book Values in accordance with the standards set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(g); *provided, however*, that adjustments pursuant to clauses (b)(i), (b)(ii) and (b)(vi) above shall be made only if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options or Unvested Earn Out Units are outstanding upon the occurrence of an event described in clauses (b)(i) through (b)(vi) above, the Company shall adjust the Book Values of its properties in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

(c) In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Company property (including cash or cash equivalents) immediately prior to the issuance of additional Equity Securities of the Company that are treated as equity for U.S. federal income tax purposes (or, in the case of a Revaluation Event resulting from the exercise of a noncompensatory option (including the issuance of Series A Preferred Units and a Series A Preferred Conversion or the exercise of a Warrant) or a Revaluation Event in accordance with principles similar to those set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(s) (including the Vesting of an Unvested Earn Out Unit), immediately after the issuance of Equity Securities of the Company that are treated as equity for U.S. federal income tax purposes acquired pursuant to the exercise of such noncompensatory option) shall be determined by the Manager using such reasonable method of valuation as it may adopt. In making its determination of the fair market values of individual properties, the Manager may (i) reasonably determine an aggregate value for the assets of the Company that takes into account the current trading price of the Class A Common Stock, the fair market value of all other Equity Securities at such time and the amount of Company liabilities, (ii) make any reasonable adjustments necessary to reflect the difference, if any, between the fair market value of any outstanding Series A Preferred Units, an Unvested Earn Out Unit (upon a Vesting Event) or a Warrant (upon an exercise) and the aggregate Capital Accounts attributable to the Series A Preferred Units, Unvested Earn Out Unit (upon a Vesting Event) or Warrant (upon an exercise) to the extent of any Unrealized Gain or Unrealized Loss that has not been reflected in the Members’ Capital Accounts previously, consistent with the methodology of Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2), and (iii) allocate such aggregate value among the individual properties of the Company (in such manner as the Manager reasonably determines appropriate). Absent a contrary determination by the Manager, the aggregate fair market value of all Company assets (including cash or cash equivalents) immediately prior to a Revaluation Event shall be the value that would result in the Per Unit Capital Amount of each Common Unit that is outstanding prior to such Revaluation Event being equal to the Event Issue Value;

(d) The Book Value of property distributed to a Member shall be adjusted to equal the fair market value of such property as of the date of such distribution to reflect any Unrealized Gain or Unrealized Loss attributable to any Company Asset.

(e) The Book Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) (including any such adjustments pursuant to Treasury Regulation Section 1.734-2(b)(1)), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) and clause (e) of the definition of Net Profits or Net Losses or Section 5.03(f); *provided, however*, that the Book Value of property shall not be adjusted pursuant to this clause (d) to the extent that the Manager reasonably determines an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(f) If the Book Value of property has been determined or adjusted pursuant to clauses (a), (b) or (e) of this definition, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such property for purposes of computing Net Profits, Net Losses and other items allocated pursuant to Section 5.02 and Section 5.03.

"Business Day" means any day other than a Saturday, Sunday or day on which banks located in New York City, New York are authorized or required by Law to close.

"Capital Account" means the capital account maintained for a Member in accordance with Section 5.01.

"Capital Contribution" means, with respect to any Member, the amount of any cash, cash equivalents, promissory obligations or the Fair Market Value of other property that such Member (or such Member's predecessor) contributes (or is deemed to contribute) to the Company pursuant to Article III hereof.

"Cash and Cash Equivalents" means the cash and cash equivalents, including checks, money orders, marketable securities, short-term instruments, negotiable instruments, funds in time and demand deposits or similar accounts on hand, in lock boxes, in financial institutions or elsewhere, together with all accrued but unpaid interest thereon, and all bank, brokerage or other similar accounts.

"Cash Distribution" has the meaning set forth in Section 4.01(a)(i).

"Cash Settlement" means immediately available funds in U.S. dollars in an amount equal to the Redeemed Units Equivalent; *provided*, that such funds were received from a Qualified Offering.

"Certificate" means the Company's Certificate of Formation as filed with the Secretary of State of the State of Delaware, as amended or amended and restated from time to time.

"Certificate of Formation" has the meaning set forth in the Recitals.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person and its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, and excluding the Permitted Transferees) other than a Pre-Transaction Member becomes the "beneficial owner" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Voting Securities representing in the aggregate more than fifty percent (50%) of the voting power of all of the outstanding Voting Securities of the Corporation;

(2) the stockholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation or there is consummated a sale or other disposition, directly or indirectly, by the Corporation of all or substantially all of the Corporation's assets (including a sale of all or substantially all of the assets of the Company); or

(3) there is consummated a merger or consolidation of the Corporation with any other corporation or entity, and, immediately after the consummation of such merger or consolidation, the Voting Securities of the Corporation outstanding immediately prior to such merger or consolidation do not continue to represent, or are not converted into, Voting Securities representing in the aggregate more than fifty percent (50%) of the voting power of all of the outstanding Voting Securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, a "Change of Control" shall not be deemed to have occurred (i) by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Class A Common Stock, Class B Common Stock, Class C Common Stock, preferred stock and/or any other class or classes of capital stock of the Corporation immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporation immediately following such transaction or series of transactions or (ii) in connection with the Automatic Conversion (as defined the Corporation's certificate of incorporation).

"Change of Control Date" has the meaning set forth in [Section 10.09\(a\)](#).

"Change of Control Transaction" means any Change of Control that was approved by the Corporate Board prior to such Change of Control.

"Class A Common Stock" means the shares of Class A common stock, par value \$0.0001 per share, of the Corporation.

"Class B Common Stock" means the shares of Class B common stock, par value \$0.0001 per share, of the Corporation.

"Class C Common Stock" means the shares of Class C common stock, par value \$0.0001 per share, of the Corporation.

“Closing Sale Price” of the Class A Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Class A Common Stock is traded or, if the Class A Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the last quoted bid price for the Class A Common Stock in the over-the-counter market on the relevant date, as reported by OTC Markets Group Inc. or a similar organization, or, if that bid price is not available, the fair market price of the Class A Common Stock (or other relevant capital stock or equity interest) on that date as determined by a nationally recognized independent investment banking firm retained by the Corporation for this purpose. The Closing Sale Price of any other security shall be determined in the same manner as set forth in this definition for the determination of the Closing Sale Price of the Class A Common Stock.

“Code” means the United States Internal Revenue Code of 1986, as amended. Unless the context requires otherwise, any reference herein to a specific section of the Code shall be deemed to include any corresponding provisions of future Law as in effect for the relevant taxable period.

“Common Share Price” means the share price equal to the closing sale price of one share of Class A Common Stock as reported on the Stock Exchange (or the exchange on which the shares of Class A Common Stock are then listed) for a period of at least twenty (20) days out of thirty (30) consecutive Trading Days ending on the Trading Day immediately prior to the date of determination (as adjusted as appropriate to reflect any stock splits, reverse stock splits, stock dividends (including any dividend or distribution of securities convertible into the Class A Common Stock), extraordinary cash dividend (which adjustment shall be subject to the reasonable mutual agreement of the Corporation and the Company), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change or transaction with respect to the Class A Common Stock).

“Common Unit” means a Unit designated as a “Common Unit” and having the rights and obligations specified with respect to the Common Units in this Agreement.

“Common Unit Percentage Interest” means, as among Common Units and with respect to a Member at a particular time, such Member’s percentage interest in the Common Units determined by dividing the number of such Member’s Common Units by the total number of Common Units of all Members of such class at such time. The Common Unit Percentage Interest of each Member shall be calculated to the fourth decimal place.

“Common Unit Redemption Price” means, with respect to any Redemption or Direct Exchange, the net amount, on a per share basis, received as a result of a substantially contemporaneous Qualified Offering of Class A Common Stock by the Corporation.

“Common Warrants” means warrants to purchase Common Units of the Company with terms substantially similar to the Purchaser Common Warrants.

“Company” has the meaning set forth in the Preamble.

“Company Minimum Gain” means “partnership minimum gain” determined pursuant to Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“Company Representative” has, with respect to taxable periods beginning after December 31, 2017, the meaning assigned to the term “partnership representative” in Section 6223 of the Code and any Treasury Regulations or other administrative or judicial pronouncements promulgated thereunder and, with respect to taxable periods beginning on or before December 31, 2017, the meaning assigned to the term “tax matters partner” as defined in Section 6231(a)(7) of the Code prior to its amendment by Title XI of the Bipartisan Budget Act of 2015, in each case as appointed pursuant to Section 9.03(a).

“Competitor” means any Person who is engaged, or after the date hereof engages, in the business of establishing lunar infrastructure, providing access to the lunar surface or collecting and transmitting cislunar data.

“**Corporate Board**” means the board of directors of the Corporation.

“**Corporation**” has the meaning set forth in the recitals to this Agreement, together with its successors and assigns.

“**Corporation Offer**” has the meaning set forth in [Section 10.09\(b\)](#).

“**Corresponding Rights**” means any rights issued with respect to a share of Class A Common Stock, Class B Common Stock or Class C Common Stock pursuant to a “poison pill” or similar stockholder rights plan approved by the Corporate Board.

“**Credit Agreements**” means any promissory note, mortgage, loan agreement, indenture or similar instrument or agreement to which the Company or any of its Subsidiaries is or becomes a borrower, as such instruments or agreements may be amended, restated, supplemented or otherwise modified from time to time and including any one or more refinancing or replacements thereof, in whole or in part, with any other debt facility or debt obligation, for as long as the payee or creditor to whom the Company or any of its Subsidiaries owes such obligation is not an Affiliate of the Company.

“**DGCL**” means the General Corporation Law of the State of Delaware, as it may be amended from time to time.

“**Delaware Act**” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as it may be amended from time to time, and any successor thereto.

“**Depreciation**” means, for each applicable Allocation Period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Period, except that (a) with respect to any such property the Book Value of which differs from its adjusted basis for U.S. federal income tax purposes and which difference is being eliminated by use of the “remedial method” pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such Allocation Period shall be the amount of book basis recovered for such Allocation Period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other such property the Book Value of which differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Period bears to such beginning adjusted basis; provided, however, that if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Allocation Period is zero, Depreciation with respect to such asset shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

“**Direct Exchange**” has the meaning set forth in [Section 11.03\(a\)](#). “**Discount**” has the meaning set forth in [Section 6.06](#).

“**Disinterested Majority**” means a majority of the directors of the Corporate Board who are disinterested, as determined by the Corporate Board in accordance with the DGCL, with respect to the matter being considered by the Corporate Board; *provided*, that to the extent a matter being considered by the Corporate Board is required to be considered by disinterested directors under the rules of the Stock Exchange or, if the Class A Common Stock is not listed or admitted to trading on the Stock Exchange, the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading, the Securities Act or the Exchange Act, such rules with respect to the definition of disinterested director shall apply solely with respect to such matter.

"Distributable Cash" means, as of any relevant date on which a determination is being made by the Manager regarding a potential distribution pursuant to [Section 4.01\(a\)](#), the amount of cash that could be distributed by the Company for such purposes in accordance with any applicable Credit Agreements (and without otherwise violating any applicable provisions of any applicable Credit Agreements) and applicable Law.

"Distribution Catch-Up Payment" has the meaning set forth in [Section 4.01\(a\)](#).

"Distribution" (and, with a correlative meaning, **"Distribute"**) means each distribution made by the Company to a Member with respect to such Member's Units, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise.

"Distribution Tax Rate" means, with respect to any Member for any taxable period, a rate equal to the highest effective marginal combined federal, state and local income tax rate for such Taxable Year applicable to a corporate or individual taxpayer (whichever is higher) resident in the jurisdiction of such Member for such Fiscal Year, taking into account the character of the relevant tax items (e.g., ordinary or capital) and the deductibility of state and local income taxes for federal income tax purposes (but only to the extent such taxes are deductible under the Code), as reasonably determined by the Manager.

"Effective Time" means the time of the "Closing" as defined in the Transaction Agreement.

"Election Notice" has the meaning set forth in [Section 11.01\(b\)](#).

"Equity Plan" means any option, stock, unit, stock unit, appreciation right, phantom equity or other incentive equity or equity-based compensation plan or program, in each case, now or hereafter adopted by the Company or the Corporation, including the Corporation's 2023 Long Term Omnibus Incentive Plan.

"Equity Securities" means, with respect to any Person, (a) units or other equity interests in such Person or any Subsidiary of such Person (including, with respect to the Company and its Subsidiaries, other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by the Manager pursuant to the provisions of this Agreement, including rights, powers and/or duties senior to existing classes and groups of Units and other equity interests in the Company or any Subsidiary of the Company), (b) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into any equity interests in such Person or any Subsidiary of such Person, and (c) warrants, options or other rights to purchase or otherwise acquire any equity interests in such Person or any Subsidiary of such Person.

"Event Issue Value" means, with respect to any Common Unit as of any date of determination, (a) in the case of a Revaluation Event that includes the issuance of Common Units to the Corporation with respect to a public offering by the Corporation, the price paid by the Corporation for such Common Units (in accordance with this Agreement), or (b) in the case of any other Revaluation Event, the Closing Sale Price of the Class A Common Stock on the date of such Revaluation Event or, if the Manager determines that a value for the Common Unit other than such Closing Sale Price more accurately reflects the Event Issue Value, the value determined by the Manager.

"Event of Withdrawal" means the bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company. "Event of Withdrawal" shall not include an event that (a) terminates the existence of a Member for U.S. federal income tax purposes (including, without limitation, (i) a change in entity classification of a Member under Treasury Regulations Section 301.7701-3, (ii) a sale of assets by, or liquidation of, a Member pursuant to an election under Sections 336 or 338 of the Code, or (iii) merger, severance, or allocation within a trust or among sub-trusts of a trust that is a Member) but that (b) does not terminate the existence of such Member under applicable state Law (or, in the case of a trust that is a Member, does not terminate the trusteeship of the fiduciaries under such trust with respect to all the Units of such trust that is a Member).

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and any applicable rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

"Exchange Election Notice" has the meaning set forth in [Section 11.03\(b\)](#).

"Excluded Instruments" has the meaning set forth in [Section 3.04\(b\)](#).

"Fair Market Value" of a specific asset of the Company will mean the amount that the Company would receive in an all-cash sale of such asset in an arms-length transaction with a willing unaffiliated third party, with neither party having any compulsion to buy or sell, consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale), as such amount is determined by the Manager (or, if pursuant to [Section 14.02](#), the Liquidator) in its good faith judgment using all factors, information and data it deems to be pertinent.

"Fiscal Year" means the Company's annual accounting period established pursuant to [Section 8.02](#).

"Governmental Entity" means (a) the United States of America, (b) any other sovereign nation, (c) any state, province, county, municipal, district, territory or other political subdivision of (a) or (b) of this definition, including, but not limited to, any county, municipal or other local subdivision of the foregoing, or (d) any agency, arbitrator or arbitral body (public or private), authority, board, body, bureau, commission, court, department, entity, instrumentality, organization (including any public international organization such as the United Nations) or tribunal exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to government on behalf of (a), (b) or (c) of this definition.

"HSR Act" has the meaning set forth in Section 3.02(c).

"IM Unit Option Plan" means the Intuitive Machines, LLC 2021 Unit Option Plan.

"Indemnified Person" has the meaning set forth in Section 7.04(a).

"IRS" means the U.S. Internal Revenue Service.

"Investment Company Act" means the U.S. Investment Company Act of 1940, as amended from time to time.

"Joinder" means a joinder to this Agreement, in form and substance substantially similar to Exhibit A to this Agreement.

"Law" means all laws, statutes, acts, constitutions, treaties, principles of common law, codes, ordinances, rules and regulations of any Governmental Entity.

"Liquidator" has the meaning set forth in Section 14.02.

"LLC Option Exercise" means the exercise, whether in whole or in part, of an LLC Option by the applicable LLC Optionee in accordance with the provisions of the IM Unit Option Plan and the option agreement evidencing such LLC Option.

"LLC Optionees" means each of the Persons named on Schedule 4 attached hereto with respect to the number of Common Units underlying the LLC Options set forth opposite the name of such Person under the column labeled "LLC Options" therein, as long as the LLC Option of such Person remains effective in accordance with its terms and only to the extent of the remaining number of Common Units with respect to which such Person has not then exercised such LLC Option.

"LLC Options" means the Original LLC Options granted under the IM Unit Option Plan, in each case as amended in connection with the Recapitalization, and which after giving effect to the Recapitalization give each LLC Optionee the right to purchase, subject to the terms and conditions set forth therein, the number of Common Units set forth opposite such LLC Optionee's name on Schedule 4 hereto at an exercise price per Common Unit set forth on Schedule 4 hereto. For the avoidance of doubt, no additional LLC Options will be issued on and after the date of this Agreement.

"Liquidating Event" has the meaning set forth in Section 14.01.

"Manager" has the meaning set forth in Section 6.01.

"Market Price" means, with respect to a share of Class A Common Stock as of a specified date, the last sale price per share of Class A Common Stock, regular way, or if no such sale took place on such day, the average of the closing bid and asked prices per share of Class A Common Stock, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the Stock Exchange or, if the Class A Common Stock is not listed or admitted to trading on the Stock Exchange, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading or, if the Class A Common Stock is not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if the Class A Common Stock is not quoted by any such system, the average of the closing bid and asked prices as furnished by a professional market maker making a market in shares of Class A Common Stock selected by the Corporate Board or, in the event that no trading price is available for the shares of Class A Common Stock, the fair market value of a share of Class A Common Stock, as determined in good faith by the Corporate Board.

"Member" means, as of any date of determination, (a) each of the members named on the Schedule of Members and (b) any Person admitted to the Company as a Substituted Member or Additional Member in accordance with Article XII, but in each case only so long as such Person is shown on the Company's books and records as the owner of one or more Units, each in its capacity as a member of the Company. For the avoidance of doubt, an LLC Optionee shall not constitute a Member hereunder except to the extent that, as of such date of determination, such Person is shown on the Company's books and records as an owner of one or more Units (excluding Unvested Earn Out Units).

"Member Nonrecourse Debt Minimum Gain" has the meaning of "partner nonrecourse debt minimum gain" set forth in Treasury Regulation Section 1.704-2(i)(2).

"Minimum Redemption Number" means, with respect to a Redemption by any Member, the lesser of (i) 2,000 Common Units and (ii) all of the Common Units held by the Redeeming Member.

"Minority Member Redemption Date" has the meaning set forth in Section 11.01(i).

"Minority Member Redemption Notice" has the meaning set forth in Section 11.01(i).

"NASA" means the National Aeronautics and Space Administration, including any governmental body or agency succeeding to the functions thereof.

"Net Profit" and **"Net Loss"** means, for each applicable Allocation Period, an amount equal to the Company's taxable income or loss for such Allocation Period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of "Net Profit" and "Net Loss" shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income and Net Loss pursuant to this definition of "Net Profit" and "Net Loss," shall be subtracted from such taxable income or loss;

(c) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Book Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Book Value;

(d) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Period, computed in accordance with the definition of Depreciation;

(e) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profit or Net Loss;

(f) if the Book Value of any asset of the Company is adjusted in accordance with clause (b) or (d) of the definition of Book Value, the amount of such adjustment shall be taken into account, in the applicable Allocation Period, as gain or loss from the disposition of such Property for purposes of computing Net Profit or Net Loss; and

(g) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to [Section 5.03](#) shall not be taken into account in computing Net Profit and Net Loss.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to [Section 5.03](#) shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

"Non-Foreign Person Certificate" has the meaning set forth in [Section 11.07\(a\)](#).

“**Officer**” has the meaning set forth in [Section 6.01\(b\)](#).

“**OMES III Contract**” means the Omnibus Multidiscipline Engineering Services III indefinite delivery/indefinite quantity contract to be awarded by the National Aeronautics and Space Administration.

“**Optionee**” means a Person to whom a stock option is granted under any Stock Option Plan.

“**Original LLC Agreement**” has the meaning set forth in the Recitals.

“**Original Units**” means the Class A membership interests and Class B membership interests (each as defined in the A&R LLC Agreement) of the Company.

“**Other Agreements**” has the meaning set forth in [Section 10.04](#).

“**Partnership Tax Audit Rules**” means Sections 6221 through 6241 of the Code, as amended, together with any final or temporary Treasury Regulations and other official guidance interpreting Sections 6221 through 6241 of the Code, as amended (and any analogous provision of state or local tax law).

“**Percentage Interest**” means, as among an individual class of Units and with respect to a Member at a particular time, such Member’s percentage interest in the Company determined by dividing the number of such Member’s Units of such class by the total number of Units of all Members of such class at such time. The Percentage Interest of each Member shall be calculated to the fourth decimal place.

“**Permitted Transfer**” has the meaning set forth in [Section 10.02](#).

“**Permitted Transferee**” has the meaning set forth in [Section 10.02](#).

“**Person**” means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity.

“**Per Unit Capital Amount**” means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any class of Units held by a Member.

“**Preferred Investor Warrants**” has the meaning set forth in the Transaction Agreement.

“**Preferred Unit Related Taxes**” has the meaning set forth in [Section 4.01\(b\)\(i\)\(A\)](#).

“**Pre-Transaction Members**” has the meaning set forth in the Recitals.

“**Pro rata**,” “**pro rata portion**,” “**according to their interests**,” “**ratably**,” “**proportionately**,” “**proportional**,” “**in proportion to**,” “**based on the number of Units held**,” “**based upon the percentage of Units held**,” “**based upon the number of Units outstanding**,” and other terms with similar meanings, when used in the context of a number of Units of the Company relative to other Units, means as amongst an individual class of Units, pro rata based upon the number of such Units within such class of Units.

“**Purchaser Common Warrants**” has the meaning set forth in the Transaction Agreement.

“**Qualified Offering**” means a follow-on or qualified public or private offering of shares of Class A Common Stock by the Corporation following the date hereof.

“**Quarterly Redemption Date**” means, following the Transactions, for each calendar quarter in a Restricted Fiscal Year, (a) the later to occur of either (i) the completion of the second Trading Day after the date on which the Corporation makes a public news release of its quarterly earnings for the prior calendar quarter and (ii) the first day of each calendar quarter on which directors and executive officers of the Corporation are permitted to trade under the applicable policies of the Corporation related to trading by directors and executive officers, or (b) such other date as the Corporation shall determine in its sole discretion is in the best interest of the Members (other than the Corporation). The Corporation will deliver notice of the Quarterly Redemption Date to each Member (other than the Corporation) at least seventy-five (75) days prior to each Quarterly Redemption Date.

“**Quarterly Tax Distribution**” has the meaning set forth in [Section 4.01\(b\)\(i\)](#).

“**Recapitalization**” has the meaning set forth in the Recitals.

“**Recapitalization Instrument**” means the written consent of the Pre-Transaction Members set forth in [Schedule 5](#).

“**Redeemed Units**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Redeemed Units Equivalent**” means the product of (a) the applicable number of Redeemed Units, *multiplied by* (b) the Common Unit Redemption Price.

“**Redeeming Member**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Redemption**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Redemption Date**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Redemption Notice**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Redemption Right**” has the meaning set forth in [Section 11.01\(a\)](#).

“**Registration Rights Agreement**” means that certain Registration Rights Agreement, dated as of the date hereof, by and among the Corporation, certain of the Members as of the date hereof and certain other Persons party thereto (together with any joinder thereto from time to time by any successor or assign to any party to such agreement).

"Restricted Fiscal Year" means any Fiscal Year during which the Manager determines the Company does not satisfy the private placement safe harbor of Treasury Regulations Section 1.7704-1(h).

"Retraction Notice" has the meaning set forth in [Section 11.01\(c\)](#).

"Revaluation Event" means an event that results in an adjustment of the Book Value of each Company property pursuant to clauses (b) and (c) of the definition of Book Value.

"Schedule of Members" has the meaning set forth in [Section 3.01\(b\)](#).

"SEC" means the U.S. Securities and Exchange Commission, including any governmental body or agency succeeding to the functions thereof.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future Law.

"Securities Purchase Agreement" means that certain securities purchase agreement, dated as of the date hereof, entered into by and among the Purchasers (as defined therein), the Company and the series A investors, pursuant to which the series A investors have agreed, among other things, to purchase from the Purchasers, and the Purchasers have agreed, among other things, to sell to the series A investors, Series A Preferred Stock and preferred investor warrants, for an aggregate purchase price of \$26,000,000.

"Series A Liquidation Value" has the meaning set forth in [Section 14.02\(c\)\(i\)](#).

"Series A Preferred Contribution Amount" is equal to (a) the Stated Value (as defined by the Securities Purchase Agreement) *multiplied* by the number of shares of purchased preferred stock as determined under the Securities Purchase Agreement *less* (b) the amount in clause (a) that is properly allocated to the purchase of the Investor Warrants pursuant to the Securities Purchase Agreement.

"Series A Preferred Conversion" has the meaning set forth in [Section 5.06\(c\)](#).

"Series A Preferred Stock" means the shares of 10.0% Series A Cumulative Convertible Preferred Stock, par value \$0.0001 per share, of the Corporation.

"Series A Preferred Units" means a Unit designated as a "Series A Preferred Unit" and having the rights and obligations specified with respect to the Series A Preferred Units in this Agreement.

"Share Settlement" means a number of shares of Class A Common Stock (together with any Corresponding Rights) equal to the number of Redeemed Units.

"Stock Exchange" means the Nasdaq Stock Market.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the voting interests thereof are at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof, (c) in any case, such Person controls the management thereof, or (d) such business entity is a variable interest entity of that Person. For purposes hereof, references to a “Subsidiary” of the Company shall be given effect only at such times that the Company has one or more Subsidiaries, and, unless otherwise indicated, the term “Subsidiary” refers to a Subsidiary of the Company. For the avoidance of doubt, “Subsidiaries” of the Company shall include any and all of the Company’s direct and indirect, greater than fifty percent (50%) owned joint ventures.

“**Substituted Member**” means a Person that is admitted as a Member to the Company pursuant to [Section 12.01](#).

“**Tax Distributions**” has the meaning set forth in [Section 4.01\(b\)\(i\)](#).

“**Tax Receivable Agreement**” means that certain Tax Receivable Agreement, dated as of the date hereof, by and among the Corporation and the Company, on the one hand, and the Members (as such term is defined in the Tax Receivable Agreement) party thereto, on the other hand (together with any joinder thereto from time to time by any successor or assign to any party to such agreement).

“**Taxable Year**” means the Company’s accounting period for U.S. federal income tax purposes determined pursuant to [Section 9.02](#).

“**Trading Day**” means a day on which the Stock Exchange or such other principal United States securities exchange on which the on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

“**Trading Market**” means the Stock Exchange, or if the Class A Common Stock is not then listed or quoted on the Stock Exchange, any of the following markets or exchanges on which the Class A Common Stock is listed or quoted for trading on the date in question: the NYSE American, the New York Stock Exchange (or any successors to any of the foregoing).

“**Transaction Agreement**” has the meaning set forth in the Recitals.

“**Transfer**” (and, with a correlative meaning, “**Transferring**”) means any sale, transfer, assignment, redemption, pledge, encumbrance or other disposition of (whether directly or indirectly, whether with or without consideration and whether voluntarily or involuntarily or by operation of Law) (a) any interest (legal or beneficial) in any Equity Securities of the Company or (b) any equity or other interest (legal or beneficial) in any Member if substantially all of the assets of such Member consist solely of Units.

“**Treasury Regulations**” means the final, temporary and (to the extent they can be relied upon) proposed regulations under the Code, as promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

“**Unit**” means the fractional interest of a Member in Net Profits and Net Losses (or items thereof) and Distributions of the Company, and otherwise having the rights and obligations specified with respect to “Units” in this Agreement, including, but not limited to Common Units, Series A Preferred Units and Unvested Earn Out Units; *provided, however*, that any class or group of Units issued, including the Common Units and Unvested Earn Out Units, shall have the relative rights, powers and duties set forth in this Agreement applicable to such class or group of Units.

“**Unrealized Gain**” attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Fair Market Value of such property as of such date (as determined under clause (c) of the definition of Book Value over (b) the Book Value of such property as of such date (prior to any adjustment to be made pursuant to clause (b) of the definition Book Value as of such date.

“**Unrealized Loss**” attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Book Value of such property as of such date (prior to any adjustment to be made pursuant to clause (b) of the definition of Book Value as of such date) over (b) the Fair Market Value of such property as of such date (as determined under clause (c) of the definition of Book Value).

“**Unvested Earn Out Units**” means a Unit designated as a “Common Unit” and having the rights and obligations specified with respect to the Unvested Earn Out Units in this Agreement.

“**Upstairs Warrants**” has the meaning set forth in [Section 3.04\(f\)](#).

“**Vesting Event I**” shall occur if, within the Vesting Period, the Company is awarded the OMES III Contract by NASA.

“**Vesting Event II-A**” shall occur if, within the Vesting Period, Vesting Event I has occurred and the Common Share Price of the Class A Common Stock is greater than or equal to \$15.00 per share.

“**Vesting Event II-B**” shall occur if, within the Vesting Period, Vesting Event I has not occurred and the Common Share Price of the Class A Common Stock is greater than or equal to \$15.00 per share.

“**Vesting Event III**” shall occur if, within the Vesting Period, the Common Share Price of the Class A Common Stock is greater than or equal to \$17.50 per share.

“**Vesting Events**” means Vesting Event I, Vesting Event II-A, Vesting Event II-B and Vesting Event III.

“**Vesting Period**” means (i) with respect to Vesting Event I, the time period beginning on the date hereof and ending on 11:59 pm ET on December 31, 2023 and, (ii) with respect to Vesting Event II-A, Vesting Event II-B and Vesting Event III, the time period beginning on the date that is one hundred fifty (150) days following the Closing Date and ending on the date that is the five (5) year anniversary of the Closing Date (inclusive of the first and last day of such period).

“**Voting Securities**” of any Person means the capital stock or other Equity Securities of such Person normally entitled to vote in the election of directors or comparable governing body of such Person.

“**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Class A Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Class A Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Class A Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Class A Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Class A Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Class A Common Stock are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Class A Common Stock so reported, or (d) in all other cases, the fair market value of a share of Class A Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Series A Preferred Stock then outstanding and reasonably acceptable to the Corporation, the fees and expenses of which shall be paid by the Corporation.

“**Warrant Agreements**” means warrant agreements between the Corporation and the Company, dated as of the date hereof, pursuant to which, among other things, the Company will issue Common Warrants and Investor Warrants to the Corporation.

“**Warrants**” means the Common Warrants and the Investor Warrants.

ARTICLE II. ORGANIZATIONAL MATTERS

Section 2.01 Formation and Re-Domiciliation of Company. The Company was formed on October 17, 2013 pursuant to the provisions of the TBOC. The Company was re-domiciled to Delaware on February 10, 2023 pursuant to the provisions of the TBOC and the Delaware Act.

Section 2.02 Second Amended and Restated Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of amending, restating and superseding the A&R LLC Agreement in its entirety and otherwise establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Delaware Act. The Members hereby agree that, during the term of the Company set forth in Section 2.06, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the Delaware Act. No provision of this Agreement shall be in violation of the Delaware Act and to the extent any provision of this Agreement is in violation of the Delaware Act, such provision shall be void and of no effect to the extent of such violation without affecting the validity of the other provisions of this Agreement. Neither any Member nor the Manager nor any other Person shall have appraisal rights with respect to any Units.

Section 2.03 Name. The name of the Company is “Intuitive Machines, LLC”. The Manager in its sole discretion may change the name of the Company at any time and from time to time. Notification of any such change shall be given to all of the Members. The Company’s business may be conducted under its name and/or any other name or names deemed advisable by the Manager.

Section 2.04 Purpose: Powers. The primary business and purpose of the Company shall be to engage in such lawful acts or activities as are permitted under the Delaware Act. The Company shall have the power and authority to take (directly or indirectly through its Subsidiaries) any and all actions and engage in any and all activities necessary, appropriate, desirable, advisable, ancillary or incidental to accomplish the foregoing purpose.

Section 2.05 Principal Office: Registered Office. The principal office of the Company shall be located at such place or places as the Manager may from time to time designate, each of which may be within or outside the State of Delaware. The address of the registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be Corporation Service Company. The Manager may from time to time change the Company’s registered agent and registered office in the State of Delaware.

Section 2.06 Term. The term of the Company commenced upon the filing of the Certificate of Formation of the Company with the office of the Secretary of State of the State of Texas in accordance with the TBOC and shall continue in perpetuity unless dissolved in accordance with the provisions of Article XIV.

Section 2.07 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.07, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 2.08 Liability. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

ARTICLE III.
MEMBERS; UNITS; CAPITALIZATION

Section 3.01 Members.

(a) In connection with the Transactions, the Corporation acquired Common Units, Series A Preferred Units, Common Warrants and Investor Warrants from the Company as consideration for the Closing Contributions and was admitted as a Member.

(b) The Company shall maintain a schedule setting forth: (i) the name and address of each Member; (ii) the aggregate number of outstanding Units and the number and class of Units held by each Member; (iii) the aggregate amount of cash Capital Contributions that have been made by the Members with respect to their Units; and (iv) the Fair Market Value of any property other than cash contributed by the Members with respect to their Units (including, if applicable, a description and the amount of any liability assumed by the Company or to which contributed property is subject) (such schedule, as updated and amended from time to time in accordance with the terms of this Agreement, the “**Schedule of Members**”). The Schedule of Members in effect as of the Effective Time and after giving effect to the Transactions, including the Recapitalization, is set forth as Schedule 2 to this Agreement. The Schedule of Members may be updated by the Manager in the Company’s books and records from time to time, and as so updated, it shall be the definitive record of ownership of each Unit of the Company and all relevant information with respect to each Member. The Company shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Delaware Act. Following the date hereof, no Person shall be admitted as a Member and no additional Units shall be issued except as expressly provided herein.

(c) No Member shall be required or, except as approved by the Manager pursuant to Section 6.01 and in accordance with the other provisions of this Agreement, permitted to (i) loan any money or property to the Company, (ii) borrow any money or property from the Company or (iii) make any additional Capital Contributions.

Section 3.02 Units.

(a) Interests in the Company shall be represented by Units, or such other securities of the Company, in each case as the Manager may establish in its discretion in accordance with the terms and subject to the restrictions hereof. At the Effective Time, the Units will be comprised of three authorized classes: (i) a single class of Common Units; (ii) a single class of Series A Preferred Units; and (iii) a single class of Unvested Earn Out Units. All Common Units shall have identical rights and privileges in all respects, all Series A Preferred Units shall have identical rights and privileges in all respects and all Unvested Earn Out Units shall have identical rights and privileges in all respects.

(b) Subject to Section 3.04(a), the Manager may cause the Company to (i) issue additional Common Units or Series A Preferred Units (but not additional Unvested Earn Out Units) at any time in its sole discretion and (ii) create one or more classes or series of Units or preferred Units solely to the extent such new class or series of Units or preferred Units are substantially economically equivalent to a class of common or other stock of the Corporation or class or series of preferred stock of the Corporation, respectively; *provided*, that as long as there are any Members (other than the Corporation and its Subsidiaries) no such new class or series of Units may be issued, in each case, except to the extent (and solely to the extent) the Company actually receives cash in an aggregate amount, or other property with a Fair Market Value in an aggregate amount, equal to the aggregate distributions that would be made in respect of such new class or series of Units if the Company were liquidated immediately after the issuance of such new class or series of Units. The Company may reissue any Common Units (but not Unvested Earn Out Units or Series A Preferred Units) that have been repurchased or acquired by the Company; *provided*, that any such issuance, and the admission of any Person as a Member in connection therewith, is otherwise made in accordance with the provisions of this Agreement.

(c) Each Unvested Earn Out Unit will be held in accordance with this Agreement unless and until an applicable Vesting Event occurs with respect to such Unvested Earn Out Unit. Upon the occurrence of a Vesting Event, those Unvested Earn Out Units to which such Vesting Event relates will be immediately converted into an equal number of Common Units, with all rights and privileges of a Common Unit under this Agreement thereafter. Notwithstanding anything to the contrary contained in this Agreement, if, upon the occurrence of a Vesting Event, a filing is required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("*HSR Act*"), for the immediate conversion of any Unvested Earn Out Unit into an equal number of Common Units, then the conversion date with respect to each such Unvested Earn Out Unit shall be delayed until the earlier of (i) such time as the required filing under the HSR Act has been made and the waiting period applicable to such conversion under the HSR Act shall have expired or been terminated or (ii) such filing is no longer required, at which time such conversion shall automatically occur without any further action by the holders of any such Unvested Earn Out Unit. Each of the Members agree to promptly take all actions required to make such filing under the HSR Act and the filing fee for such filing shall be paid by the Company. Upon the occurrence of (i) Vesting Event I, if ever, the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event I Earn Out Units" will automatically vest and (subject to the second sentence of this [Section 3.02\(c\)](#)) will convert immediately into an equal number of Common Units, (ii) Vesting Event II-A, if ever, the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event II-A Earn Out Units" will automatically vest and (subject to the second sentence of this [Section 3.02\(c\)](#)) will convert immediately into an equal number of Common Units, (iii) Vesting Event II-B, if ever, the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event II-B Earn Out Shares" will automatically vest and (subject to the second sentence of this [Section 3.02\(c\)](#)) will convert immediately into an equal number of Common Units, and (iv) Vesting Event III, if ever, the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event III Earn Out Shares" will automatically vest and (subject to the second sentence of this [Section 3.02\(c\)](#)) will convert immediately into an equal number of Common Units (such that following the occurrence of Vesting Event III, no Unvested Earn Out Units shall remain outstanding). For the avoidance of doubt, (I) the Unvested Earn Out Units shall be, in each case, adjusted as appropriate to reflect any stock splits, reverse stock splits, stock dividends (including any dividend or distribution of securities convertible into Common Units), extraordinary cash dividend (which adjustment shall be subject to the reasonable mutual agreement of the Corporation and the Company), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change or transaction with respect to Common Units occurring on or after the Effective Time, (ii) the Vesting Events may be achieved at the same time or over the same overlapping Trading Days, and (iii) Vesting Event II-A and Vesting Event II-B may not both be achieved. If Vesting Event I or a Change of Control has not occurred prior to 11:59 pm ET on December 31, 2023, all of the Unvested Earn Out Units that are issued and outstanding as of such time and that (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event I Earn Out Units" shall not vest or convert into Common Units under this Agreement, and instead shall immediately and automatically be canceled and extinguished for no consideration without any further action required by any Person. If Vesting Event II-A or a Change of Control has not occurred in the time period beginning on the date that is one hundred fifty (150) days following the Closing Date and ending on the date that is the five (5) year anniversary of the date hereof (inclusive of the first and last day of such period), the Unvested Earn Out Units that are issued and outstanding as of such time and that (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event II-A Earn Out Units" shall not vest or convert into Common Units under this Agreement, and instead shall immediately and automatically be canceled and extinguished for no consideration without any further action required by any Person. If Vesting Event II-B or a Change of Control has not occurred in the time period beginning on the date that is one hundred fifty (150) days following the Closing Date and ending on the date that is the five (5) year anniversary of the date hereof (inclusive of the first and last day of such period), the Unvested Earn Out Units that are issued and outstanding as of such time and that (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event II-B Earn Out Units" shall not vest or convert into Common Units under this Agreement, and instead shall immediately and automatically be canceled and extinguished for no consideration without any further action required by any Person. If Vesting Event III or a Change of Control has not occurred in the time period beginning on the date that is one hundred fifty (150) days following the Closing Date and ending on the date that is the five (5) year anniversary of the date hereof (inclusive of the first and last day of such period), the Unvested Earn Out Units that are issued and outstanding as of such time and that (subject to [Section 3.04\(a\)](#)) are set forth on [Schedule 3](#) under the column labeled "Vesting Event III Earn Out Units" shall not vest or convert into Common Units under this Agreement, and instead shall immediately and automatically be canceled and extinguished for no consideration without any further action required by any Person.

(d) If, during the Vesting Period, there is a Change of Control:

(i) that will result in the holders of Class A Common Stock receiving a per share price (based on the value of the cash, securities or in-kind consideration being delivered in respect of such Class A Common Stock, as determined in good faith by the Corporate Board) equal to or in excess of \$15.00 (adjusted as appropriate to reflect any stock splits, reverse stock splits, stock dividends (including any dividend or distribution of securities convertible into Class A Common Stock), extraordinary cash dividend (which adjustment shall be subject to the reasonable mutual agreement of the Corporation and the Company), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change or transaction with respect to Class A Common Stock occurring on or after the Closing), then (A) to the extent Vesting Event I has occurred prior thereto, but Vesting Event II-A has not occurred prior thereto, Vesting Event II-A shall be deemed to occur and the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to Section 3.04(a)) are set forth on Schedule 3 under the column labeled "Vesting Event II-A Earn Out Shares" will automatically vest and (subject to the second sentence of Section 3.02(c)) will convert immediately into an equal number of Common Units, in each case, immediately prior to the closing of such Change of Control and (B) to the extent neither Vesting Event I nor Vesting Event II-B has occurred prior thereto, Vesting Event II-B shall be deemed to occur and the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to Section 3.04(a)) are set forth on Schedule 3 under the column labeled "Vesting Event II-B Earn Out Shares" will automatically vest and (subject to the second sentence of Section 3.02(c)) will convert immediately into an equal number of Common Units, in each case, immediately prior to the closing of such Change of Control; and

(ii) that will result in the holders of Class A Common Stock receiving a per share price (based on the value of the cash, securities or in-kind consideration being delivered in respect of such Class A Common Stock, as determined in good faith by the Corporate Board) equal to or in excess of \$17.50 (adjusted as appropriate to reflect any stock splits, reverse stock splits, stock dividends (including any dividend or distribution of securities convertible into Class A Common Stock), extraordinary cash dividend (which adjustment shall be subject to the reasonable mutual agreement of the Corporation and the Company), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change or transaction with respect to Class A Common Stock occurring on or after the Closing), then to the extent Vesting Event III has not occurred prior thereto, Vesting Event III shall be deemed to occur and the Unvested Earn Out Units that are issued and outstanding as of the date of such occurrence and (subject to Section 3.04(a)) are set forth on Schedule 3 under the column labeled "Vesting Event III Earn Out Shares" will automatically vest and (subject to the second sentence of Section 3.02(c)) will convert immediately into an equal number of Common Units, in each case, immediately prior to the closing of such Change of Control.

(e) Subject to Sections 15.03(b) and Section 15.03(c), the Manager may amend this Agreement, without the consent of any Member or any other Person, in connection with the creation and issuance of such classes or series of Units, pursuant to Sections 3.02(b), 3.04(a) or 3.10.

Section 3.03 Recapitalization; the Corporation's Capital Contribution; the Corporation's Purchase of Common Units and Unvested Earn Out Units.

(a) In order to effect the Recapitalization, the number of Original Units that were issued and outstanding and held by the Pre-Transaction Members prior to the Effective Time as set forth opposite the respective Pre-Transaction Member's name in Schedule 1 and the number of Original LLC Options that were issued and outstanding and held by the Original LLC Optionees prior to the Effective Time as set forth opposite the respective Original LLC Optionee's name in Schedule 4 were, in each case, converted pursuant to the terms of the Transaction Agreement and the Recapitalization Instrument, immediately prior to the Effective Time, into the number of Common Units set forth opposite the name of the respective Pre-Transaction Member on the Schedule of Members attached hereto as Schedule 2 and LLC Options to purchase and the number of Common Units set forth opposite the name of the respective LLC Optionee on Schedule 4, respectively, and such Common Units and LLC Options are hereby issued and outstanding as of the Effective Time and the holders of such Common Units are Members hereunder.

(b) At the Effective Time, pursuant to the Transaction Agreement, the Company issued to the Corporation, and the Corporation acquired 68,155,203 Common Units, 26,000 Series A Preferred Units, 23,332,500 Common Warrants and 541,667 Investor Warrants in exchange for the Closing Contributions. For the avoidance of doubt, (i) the Corporation shall be admitted as a Member with respect to all Common Units and Series A Preferred Units it holds from time to time and (ii) each Warrant and Investor Warrant shall be treated as a "noncompensatory option" within the meaning of Treasury Regulations Sections 1.721-2(f) and 1.761-3(b)(2) and shall not be treated as a partnership interest pursuant to Treasury Regulations Section 1.761-3(a). The parties hereto acknowledge and agree that the transaction described in this Section 3.03(b) will result in a "revaluation of partnership property" and corresponding adjustments to Capital Account balances as described in Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations.

Section 3.04 Authorization and Issuance of Additional Units and Warrants.

(a) Except as otherwise determined by the Manager, the Company, the Manager and the Corporation shall undertake all actions, including, without limitation, an issuance, reclassification, distribution, division or recapitalization, with respect to the Common Units, the Class A Common Stock, the Class B Common Stock or the Class C Common Stock, as applicable, to maintain at all times (i) a one-to-one ratio between the number of Common Units owned by the Corporation, directly or indirectly, and the number of outstanding shares of Class A Common Stock, (ii) a one-to-one ratio between the number of Common Units owned by each Member (other than the Corporation and its Subsidiaries), directly or indirectly, and the aggregate number of outstanding shares of Class B Common Stock and Class C Common Stock owned by such Member, (iii) a one-to-one ratio between the number of Series A Preferred Units owned by the Corporation, directly or indirectly, and the number of outstanding shares of Series A Preferred Stock, (iv) a one-to-one ratio between the number of Common Warrants owned by the Corporation, directly or indirectly, and the number of outstanding Purchaser Common Warrants and (v) a one-to-one ratio between the number of Investor Warrants owned by the Corporation, directly or indirectly, and the number of outstanding Preferred Investor Warrants (collectively, the "One-to-One Ratios"), in each case, disregarding, for purposes of maintaining the One-to-One Ratios, (A) treasury stock or (B) preferred stock or other debt or Equity Securities (including any Corresponding Rights) issued by the Corporation that are convertible into or exercisable or exchangeable for Class A Common Stock (except to the extent the net proceeds from such other securities, including any exercise or purchase price payable upon conversion, exercise or exchange thereof, has been contributed by the Corporation to the equity capital of the Company); *provided* that, in each of the foregoing cases of clause (B), the issuance of Class A Common Stock in connection with the conversion, exercise or exchange, as applicable, of such preferred stock or other debt or Equity Securities, as applicable, shall not be disregarded for purposes of this Section 3.04. Except as otherwise determined by the Manager, in the event the Corporation issues, transfers or delivers from treasury stock or repurchases or redeems Class A Common Stock in a transaction not contemplated in this Agreement, the Manager, the Corporation and the Company shall take all actions such that, after giving effect to all such issuances, transfers, deliveries, repurchases or redemptions, the number of outstanding Common Units owned, directly or indirectly, by the Corporation will equal on a one-for-one basis the number of outstanding shares of Class A Common Stock.

(b) Except as otherwise determined by the Manager, in the event the Corporation issues, transfers or delivers from treasury stock or repurchases or redeems the Corporation's preferred stock in a transaction not contemplated in this Agreement, the Manager, the Corporation the Company and the Corporation shall take all actions such that, after giving effect to all such issuances, transfers, deliveries, repurchases or redemptions, the Corporation, directly or indirectly, holds (in the case of any issuance, transfer or delivery) or ceases to hold (in the case of any repurchase or redemption) Equity Securities in the Company that (in the good faith determination by the Manager) are in the aggregate substantially economically equivalent to the outstanding preferred stock of the Corporation so issued, transferred, delivered, repurchased or redeemed. Except as otherwise determined by the Manager, in the event the Corporation issues, transfers or delivers from treasury stock or repurchases or redeems Class B Common Stock or Class C Common Stock in a transaction not contemplated in this Agreement, the Manager, the Corporation and the Company shall take all actions such that, after giving effect to all such issuances, transfers, deliveries, repurchases or redemptions, the number of outstanding Common Units owned, directly or indirectly, by the Members (other than the Corporation and its Subsidiaries and the Pre-Transaction Members), directly or indirectly, will equal on a one-for-one basis the aggregate number of outstanding shares of Class B Common Stock and Class C Common Stock.

(c) Except as otherwise determined by the Manager, the Corporation and the Company shall not undertake any subdivision (by any Common Unit split, stock split, Common Unit distribution, stock distribution, reclassification, division, recapitalization or similar event) or combination (by reverse Common Unit split, reverse stock split, reclassification, division, recapitalization or similar event) of the Common Units, Series A Preferred Units, Class A Common Stock, Class B Common Stock or Class C Common Stock, as applicable, that is not accompanied by an identical subdivision or combination of Class A Common Stock, Class B Common Stock, Class C Common Stock, Series A Preferred Stock or Common Units, respectively, to maintain at all times the One-to-One Ratios, in each case, unless such action is necessary to maintain at all times a one-to-one ratio between either the number of Common Units owned, directly or indirectly, by the Corporation and the number of outstanding shares of Class A Common Stock, the number of Common Units owned by Members (other than the Corporation and its Subsidiaries) and the aggregate number of outstanding shares of Class B Common Stock and Class C Common Stock, or the number of Series A Preferred Units owned by the Corporation, directly or indirectly, and the number of outstanding shares of Series A Preferred Stock, in each case as contemplated by the first sentence of this [Section 3.04\(a\)](#).

(d) Except in connection with a redemption of Common Units described in [Article XI](#), if at any time the Corporation issues a share of Class A Common Stock or other Equity Security, (i) the Company shall issue to the Corporation such number of Common Units or corresponding Equity Securities as is necessary to maintain the One-to-One Ratios, and (ii) in exchange for such issuance, the net proceeds or contributed proceeds received by the Corporation with respect to the corresponding issuance of Class A Common Stock or Equity Securities shall be concurrently contributed by the Corporation to the Company except to the extent such net proceeds are used by the Corporation to acquire Common Units from a Member (other than the Corporation). If at any time the Corporation issues or redeems Class A Common Stock or Equity Securities, the Company, the Corporation and the Manager shall cooperate to issue, redeem, convert and/or cancel the Common Units or corresponding Equity Securities of the Company as necessary to maintain the One-to-One Ratios.

(c) Notwithstanding anything to the contrary herein, except to the extent described in [Section 3.04\(a\)](#) through (d), from time to time at its sole discretion, (i) the Corporation may make loans to the Company and its Subsidiaries, and (ii) the Corporation may contribute property (including cash and/or the loans described in the foregoing clause (i)) to the Company. Upon each contribution described in the foregoing clause (ii), and after giving proper effect to all related transactions, the Company shall (x) issue to the Corporation such number of Common Units or Equity Securities of the Company as necessary to maintain the One-to-One Ratios, if any, or the economic parity between one share of Class A Common Stock and one Common Unit and (y) cancel such number of Common Units or Equity Securities of the Company held by Members other than the Corporation on a pro rata basis (based on the number of Common Units held by each such Member) as necessary to maintain the One-to-One Ratios or the economic parity between one share of Class A Common Stock and one Common Unit.

(f) Excluding warrants, options or similar instruments governed by [Section 3.10](#) (the “*Excluded Instruments*”), the exercise of which shall be governed by such [Section 3.10](#) and not this [Section 3.04\(b\)](#), in the event any holder of a warrant to purchase shares of Class A Common Stock (the “*Upstairs Warrants*”) exercises an Upstairs Warrant, then the Corporation shall cause a corresponding exercise (including by effecting such exercise in the same manner, *i.e.*, by payment of a cash exercise price or on a cashless basis) of a Warrant with similar terms held by the Corporation, such that the number of shares of Class A Common Stock issued in connection with the exercise of such Upstairs Warrants shall be matched with a corresponding number of Common Units issued by the Company to the Corporation pursuant to a Warrant Agreement. Upon the valid exercise of a Warrant by the Corporation in accordance with a Warrant Agreement pursuant to the immediately preceding sentence, the Company shall issue to the Corporation the number of Common Units contemplated thereby, free and clear of all liens and encumbrances other than those arising under applicable securities laws and this Agreement. The Corporation agrees that it will not exercise any Warrants other than in connection with the corresponding exercise of an Upstairs Warrant. In the event that an Upstairs Warrant is redeemed, the Company will redeem a Warrant with similar terms held by the Corporation.

(g) The Company shall only be permitted to issue additional Common Units, and/or establish other classes or series of Units or other Equity Securities in the Company to the Persons and on the terms and conditions provided for in [Section 3.02](#), this [Section 3.04](#), [Section 3.10](#) and [Section 3.11](#). Subject to the foregoing, the Manager may cause the Company to issue additional Common Units authorized under this Agreement and/or establish other classes or series of Units or other Equity Securities in the Company at such times and upon such terms as the Manager shall determine and the Manager shall amend this Agreement as necessary in connection with the issuance of additional Common Units, to establish other classes or series of Units or other Equity Securities in the Company, or admission of additional Members under this [Section 3.04](#), in each case without the requirement of any consent or acknowledgement of any other Member.

Section 3.05 Repurchase or Redemption.

(a) Except as otherwise reasonably determined by the Manager, if at any time (i) any shares of Class A Common Stock are repurchased or redeemed (whether by exercise of a put or call, automatically or by means of another arrangement) by the Corporation for cash, then the Manager shall cause the Company, immediately prior to such repurchase or redemption of Class A Common Stock, to redeem a corresponding number of Common Units held (directly or indirectly) by the Corporation, at an aggregate redemption price equal to the aggregate purchase or redemption price of the shares of Class A Common Stock being repurchased or redeemed by the Corporation (plus any expenses related thereto), if any, and upon such other terms as are the same for the shares of Class A Common Stock being repurchased or redeemed by the Corporation or (ii) any other Equity Securities of the Corporation are repurchased or redeemed (whether by exercise of a put or call, automatically or by means of another arrangement) by the Corporation for cash, then the Manager shall cause the Company, immediately prior to such repurchase or redemption of such Equity Securities, to redeem an equal number of the corresponding class or series of Equity Securities of the Company with the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Corporation held (directly or indirectly) by the Corporation, in accordance with the One-to-One Ratios, at an aggregate redemption price equal to the aggregate purchase or redemption price of the applicable Equity Securities of the Corporation being repurchased or redeemed by the Corporation (plus any expenses related thereto), if any, and upon such other terms as are the same for the applicable Equity Securities of the Corporation being repurchased or redeemed by the Corporation; *provided*, that if the Corporation uses funds received from distributions from the Company or the net proceeds from an issuance of Class A Common Stock to fund such repurchase or redemption, then the Company shall cancel a corresponding number of Common Units held (directly or indirectly) by the Corporation for no consideration (but only to the extent that such Common Units were issued upon the issuance of Class A Common Stock from which the redemption proceeds were obtained).

(b) The Company may not redeem or repurchase (i) any Common Units from the Corporation unless substantially simultaneously the Corporation redeems or repurchases an equal number of shares of Class A Common Stock for the same price per security from holders thereof or (y) any other Equity Securities of the Company from the Corporation unless substantially simultaneously the Corporation redeems or repurchases for the same price per security an equal number of Equity Securities of Corporation of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Corporation.

(c) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any repurchase or redemption if such repurchase or redemption would violate any applicable Law.

Section 3.06 Certificates. The Units shall be uncertificated unless otherwise determined by the Manager.

Section 3.07 Negative Capital Accounts. No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

Section 3.08 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided in this Agreement.

Section 3.09 Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions. Subject to the provisions of Section 3.01(c), the amount of any such advances shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such advances are made.

Section 3.10 LLC Option Exercises. If at any time or from time to time, in connection with any LLC Option, the LLC Optionee exercises its LLC Option in whole or in part:

(a) If such LLC Optionee is not a Member as of the date of such exercise, such LLC Optionee shall execute and deliver to the Manager a Joinder to this Agreement whereby such LLC Optionee shall agree to become a Member under this Agreement, entitled to all of the rights and privileges and subject to all of the agreements and responsibilities of a Member hereunder from and after the date of such Joinder.

(b) Notwithstanding the foregoing, if the LLC Optionee, in its capacity as a prospective Member hereunder as a result of such LLC Option exercise, intends to and does simultaneously exercise its Redemption rights with respect to all (but not less than all) of the Common Units to be received by such LLC Optionee as a result of such exercise, then:

(i) the actions described in subsection (a) of this Section 3.10 shall be deemed to have occurred (including that such LLC Optionee shall be deemed to have become a Member for the period of time between such exercise and such Redemption) without requiring the actual execution of a Joinder or the actual issuance and delivery to the LLC Optionee of the applicable number of Common Units; and

(ii) such LLC Optionee may proceed to exercise all of the rights of a Member with respect to a Redemption under Article XI hereof of up to the number of Common Units that such LLC Optionee is entitled to receive (and deemed to have received) as a result of such exercise.

(c) Anti-dilution adjustments. For all purposes of this Section 3.10, the number of Common Units (or in connection with simultaneous Redemption, the number of shares of Class A Common Stock in lieu of Common Units) shall be determined after giving effect to all anti-dilution or similar adjustments that are applicable, as of the date of exercise, to the LLC Option being exercised in accordance with its terms, including the IM Unit Option Plan.

Section 3.11 Corporate Stock Option Plans and Equity Plans. Nothing in this Agreement shall be construed or applied to preclude or restrain the Corporation from adopting, modifying or terminating an Equity Plan or from issuing shares of Class A Common Stock pursuant to any such plans. The Corporation may implement such Equity Plans and any actions taken under such Equity Plans (such as the grant or exercise of options to acquire shares of Class A Common Stock), whether taken with respect to or by an employee or other service provider of the Corporation, the Company or its Subsidiaries, in a manner determined by the Corporation, in accordance with the initial implementation guidelines attached to this Agreement as Exhibit C, which may be amended by the Corporation from time to time. The Corporation may amend this Agreement (including Exhibit C) as necessary or advisable in its sole discretion in connection with the adoption, implementation, modification or termination of an Equity Plan. In the event of such an amendment by the Corporation, the Company will provide notice of such amendment to the Members. The Company is expressly authorized to issue Units (i) in accordance with the terms of any such Equity Plan, or (ii) in an amount equal to the number of shares of Class A Common Stock issued pursuant to any such Equity Plan, without any further act, approval or vote of any Member or any other Persons.

Section 3.12 Dividend Reinvestment Plan, Cash Option Purchase Plan, Stock Incentive Plan or Other Plan. Except as may otherwise be provided in this Article III, all amounts received or deemed received by the Corporation in respect of any dividend reinvestment plan, cash option purchase plan, stock incentive or other stock or subscription plan or agreement, either (a) shall be utilized by the Corporation to effect open market purchases of shares of Class A Common Stock, or (b) if the Corporation elects instead to issue new shares of Class A Common Stock with respect to such amounts, shall be contributed by the Corporation to the Company in exchange for additional Common Units. Upon such contribution, the Company will issue to the Corporation a number of Common Units equal to the number of new shares of Class A Common Stock so issued.

ARTICLE IV.
DISTRIBUTIONS

Section 4.01 Distributions.

(a) *Distributable Cash; Other Distributions.*

(i) After making provision for Distributions under Section 4.01(b) and subject to Section 4.01(a)(v), Distributions shall, with respect to each outstanding Series A Preferred Unit, accrue on the Accrued Value at the Annual Rate on each Series A Preferred Unit and shall be cumulative and accrue daily from and after the Effective Date, but shall compound on a semi-annual basis on each Semi-Annual Dividend Date (the "**Accrued Distributions**"). Such distributions may be paid in cash ("**Cash Distribution**") or additional Common Units or Series A Preferred Units ("**Unit Distributions**") and shall be payable only to the extent that an equal amount of cash dividends or Class A Common Stock dividends are declared by the Corporation with respect to the Series A Preferred Stock, and when so declared, shall be payable immediately prior to the time that such cash dividends or Class A Common Stock dividends are paid by the Corporation with respect to the Series A Preferred Stock. Once a Cash Distribution or Unit Distribution has been made under this Section 4.01(a)(i) in respect of an Accrued Distribution, the amount of Accrued Distributions shall be reduced by the amount of such Cash Distribution or Unit Distribution (whose Fair Market Value shall be determined by using the VWAP of the Class A Common Stock on the date the corresponding dividend of Class A Common Stock was declared by the Corporation).

(ii) After making or providing for any Distributions under Section 4.01(a)(i) and Section 4.01(b), to the extent permitted by applicable Law and hereunder, Distributions to Members may be declared by the Manager out of Distributable Cash or other funds or property legally available therefor in such amounts, at such time and on such terms (including the payment dates of such Distributions) as the Manager in its sole discretion shall determine using such record date as the Manager may designate. All Distributions made under this Section 4.01(a)(i) shall be made to the Members holding Common Units as of the close of business on such record date on a *pro rata* basis in accordance with each Member's Common Unit Percentage Interest (other than, for the avoidance of doubt, any Distributions made pursuant to Section 4.01(a)(iv)) as of the close of business on such record date; *provided, however*, that the Manager shall have the obligation to make distributions as set forth in Sections 4.01(b) and 14.02.

(iii) For the avoidance of doubt, except as otherwise provided in Section 4.01(b), no holder of any Unvested Earn Out Unit shall be entitled to receive any Distributions in respect thereof, unless and until such Unvested Earn Out Unit is converted into a Common Unit in accordance with the terms hereof (after which time, such holder shall be entitled to Distributions in respect of such Common Unit that are declared from and after the time of such conversion); provided, that, no later than five (5) Business Days following the conversion of an Unvested Earn Out Unit into a Common Unit, the Company shall pay the holder of such Unvested Earn Out Unit all Distributions pursuant to Section 4.01(a)(i) that were made prior to such conversion or release, as applicable, and that would have been made to such holder with respect to such Unvested Earn Out Unit had such Unvested Earn Out Unit already been converted into a Common Unit prior to the declaration and making of such Distribution (each such distribution, a "**Distribution Catch-Up Payment**"). For the avoidance of doubt, the Distribution Catch-Up Payments shall not include any Tax Distributions that were made prior to the Vesting of such Unvested Earn Out Units. To the extent that the conversion date in respect of an Unvested Earn Out Unit occurs following the date that a Distribution is declared under Section 4.01(a)(i) but on or before the date such Distribution is paid, then the amount distributable on each Unit in such Distribution shall not be included in the Distribution Catch-Up Payment, and instead, the holder of such Unvested Earn Out Unit shall be entitled to receive such Distribution when paid to the holders of Common Units, assuming such holder continues to hold a Common Unit on the record date with respect to such Distribution (and if not, such Distribution shall be included in the Distribution Catch-Up Payment).

(iv) Notwithstanding the provisions of Section 4.01(a)(ii), the Manager, in its sole discretion, may authorize that cash be paid to the Corporation (which payment shall be made without pro rata distributions to the other Common Units) in exchange for the redemption, repurchase or other acquisition of Equity Securities in the Company which are held by the Corporation to the extent that such cash payment is used to redeem, repurchase or otherwise acquire an equal number of corresponding Equity Securities of the Corporation in accordance with Section 3.05.

(v) The Corporation shall not be entitled to receive, with respect to any Series A Preferred Units that are converted pursuant to a Series A Conversion, any payment of distributions declared pursuant to Section 4.01(a)(i) if such distribution follows the date on which such Series A Conversion occurs.

(vi) Notwithstanding any other provision herein to the contrary, no Distributions shall be made to any Member to the extent such Distribution would render the Company insolvent or violate the Delaware Act or any applicable Law. For purposes of the foregoing sentence, "insolvency" means the inability of the Company to meet its payment obligations when due.

(b) Tax Distributions.

(i) With respect to each Taxable Year, the Company shall, to the extent permitted by applicable Law, make cash distributions ("**Tax Distributions**") as follows:

(A) to the Corporation at such times and in such amounts as the Manager reasonably determines is necessary to enable the Corporation to timely satisfy all of its U.S. federal, state and local and non-U.S. tax liabilities with respect to any items of gross income and gain allocated to it with respect to the Series A Preferred Units (the "**Preferred Unit Related Taxes**"); provided, that in no circumstances shall the amounts distributed pursuant to this Section 4.01(b)(i)(A) exceed the Corporation's actual U.S. federal, state and local and non-U.S. cash tax liabilities with respect to such taxable year; provided, further, that the amounts distributable pursuant to this Section 4.01(b)(1)(A) shall be reduced, in the sole discretion of the Manager, to the extent the amount distributable to the Corporation pursuant to Section 4.01(b)(i)(B) exceeds the Corporation's actual tax obligations (excluding Preferred Unit Related Taxes) and its obligations pursuant to the Tax Receivable Agreement for the relevant taxable year or quarter, as applicable; and

(B) to each Member in an amount equal to (1) such Member's Assumed Tax Liability; provided, however, that to the extent a Member would otherwise be entitled to receive less than its Common Unit Percentage Interest of the aggregate Tax Distributions to be paid pursuant to this Section 4.01(b)(i)(B) on any given date, then the Tax Distributions to such Member shall be increased, as necessary, to ensure that all such Tax Distributions made pursuant to this Section 4.01(b)(i)(B) are made *pro rata* in accordance with the Members' respective Common Unit Percentage Interests or (2) if the amount the Corporation would receive under clause (1) is, in the sole discretion of the Manager, reasonably expected to be less than the amount that will enable the Corporation to meet both its tax obligations (other than Preferred Unit Related Taxes) and its obligations pursuant to the Tax Receivable Agreement, then (I) the Corporation shall receive an amount that will enable the Corporation to meet both its tax obligations (other than Preferred Unit Related Taxes) and its obligations pursuant to the Tax Receivable Agreement for the relevant taxable year or quarter, as applicable, and (II) the Members (other than the Corporation) shall receive an amount necessary to ensure that the Tax Distributions made pursuant to this Section 4.01(b)(1)(B), when taking into account the amount to be distributed to the Corporation under clause (2)(I), are made *pro rata* in accordance with the Members' respective Common Unit Percentage Interests.

(ii) Tax Distributions pursuant to Section 4.01(b)(i) shall be estimated by the Company on a quarterly basis and, to the extent feasible, shall be distributed to the Members (together with a statement showing the calculation of such Tax Distribution and an estimate of the Company's net taxable income allocable to each Member for such period) on a quarterly basis on April 15th, June 15th, September 15th and December 15th (or such other dates for which corporations or individuals are required to make quarterly estimated tax payments for U.S. federal income tax purposes, whichever is earlier) (each, a "**Quarterly Tax Distribution**"); *provided*, that the foregoing shall not restrict the Company from making a Tax Distribution on any other date as the Company determines is necessary to enable the Members to timely make estimated income tax payments. Quarterly Tax Distributions shall take into account the estimated taxable income or loss of the Company for the Taxable Year through the end of the relevant quarterly period. A final accounting for Tax Distributions shall be made for each Taxable Year after the allocation of the Company's actual net taxable income or loss has been determined and any shortfall in the amount of Tax Distributions a Member received for such Taxable Year based on such final accounting shall promptly be distributed to such Member. For the avoidance of doubt, any excess Tax Distributions a Member receives with respect to any Taxable Year shall reduce future Tax Distributions otherwise required to be made to such Member with respect to any subsequent Taxable Year, but shall not reduce Tax Distributions made to a Member to provide such Member with its Common Unit Percentage Interest of Tax Distributions made pursuant to Section 4.01(b)(1)(B). Notwithstanding anything to the contrary in this Agreement, the Manager shall make, in its reasonable discretion, equitable adjustments (downward (but not below zero) or upward) to the Members' Tax Distributions (but in any event *pro rata* in proportion to the Members' respective number of Common Units) to take into account increases or decreases in the number of Common Units held by each Member during the relevant period (including as a result of conversion of any Unvested Earn Out Units into Common Units in connection with the occurrence of a Vesting Event or the conversion of a Series A Preferred Unit into Common Units in connection with a Series A Preferred Conversion).

(iii) In the event of any audit by, or similar event with, a Governmental Entity that affects the calculation of any Member's Assumed Tax Liability for any Taxable Year (other than an audit conducted pursuant to the Partnership Tax Audit Rules for which no election is made pursuant to Section 6226 thereof and the Treasury Regulations promulgated thereunder), or in the event the Company files an amended tax return or administrative adjustment request, each Member's Assumed Tax Liability and Preferred Unit Related Taxes with respect to such year shall be recalculated by giving effect to such event (for the avoidance of doubt, taking into account interest, penalties or additions to tax). Any shortfall in the amount of Tax Distributions the Members and former Members received for the relevant Taxable Years based on such recalculated Assumed Tax Liability promptly shall be distributed to such Members and the successors of such former Members, except, for the avoidance of doubt, to the extent Distributions were made to such Members and former Members pursuant to Section 4.01(a)(ii), Section 4.01(a)(iii) and this Section 4.01(b) in the relevant Taxable Years sufficient to cover such shortfall.

(iv) In the event that an adjustment pursuant to Section 481(a) of the Code relating to any income, gain, loss, deduction or credit with respect to a taxable period ending on or prior to the Effective Date (any such adjustment, the "**481 Income Adjustment**") results in a requirement under Section 4.01(b) for the Company to make material Tax Distributions, then the Manager and the Members shall cooperate in good faith and use commercially reasonable efforts to minimize the amount of such Tax Distributions required, taking into account the amount of cash needed by the Members to meet their tax obligations with respect to their interests in the Company, items of deductions, losses and credits available in the relevant taxable year that may be used to offset such 481 Income Adjustment, and the cash requirements of the Company.

ARTICLE V.
CAPITAL ACCOUNTS; ALLOCATIONS; TAX MATTERS

Section 5.01 Capital Accounts.

(a) The Company shall maintain a separate Capital Account for each Member according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv) and, to the extent consistent with such provisions, the following provisions:

(i) to each Member's Capital Account there shall be credited: (A) such Member's Capital Contributions, (B) such Member's distributive share of Net Income and any item in the nature of income or gain that is allocated pursuant to Section 5.02 and Section 5.03 and (C) the amount of any Company liabilities assumed by such Member or that are secured by any asset distributed to such Member.

(ii) To each Member's Capital Account there shall be debited: (A) the amount of money and the Book Value of any asset distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Net Loss and any items in the nature of deductions or losses that are allocated to such Member pursuant to Section 5.02 and Section 5.03 and (C) the amount of any liabilities of such Member assumed by the Company or that are secured by any asset contributed by such Member to the Company.

(iii) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Manager shall reasonably determine that it is necessary to modify the manner in which the Capital Accounts or any debits or credits thereto are maintained (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) to comply with the Code and Treasury Regulations or to ensure that the allocations provided for herein have substantial economic effect and/or are in accordance with the Members' interests in the Company, the Manager may (acting reasonably and in good faith) make such modification so long as such modification will not have any effect on the amounts distributed to any Person pursuant to Article XIV upon the dissolution of the Company. The Manager also may (i) make any adjustments that are necessary or appropriate to maintain equality between Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(b)

(i) For this purpose, the Company may (in the discretion of the Manager), upon the occurrence of the events specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such Treasury Regulations and Treasury Regulations Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of the Company's property; *provided*, that (1) if any noncompensatory options (including the convertible feature of the Series A Preferred Units and the Warrants) are outstanding upon the occurrence of any revaluation of the Company's property, the Company shall adjust the Book Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2) and (2) the Company shall effect a revaluation of the Company's property upon the conversion of any Unvested Earn Out Units into Common Units upon the occurrence of a Vesting Event in accordance with principles similar to those set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(s).

(ii) For the avoidance of doubt, the Series A Preferred Units will be treated as a partnership interest in the Company that is "convertible equity" within the meaning of Treasury Regulation Section 1.721-2(g)(3). The initial Capital Account Balance and Per Unit Capital Amount in respect of each Series A Preferred Unit shall be the Series A Preferred Contribution Amount, as such amount may be adjusted in accordance with the Securities Purchase Agreement. The Corporation's Capital Account shall be increased by an amount equal to any such discounts, commissions and fees relating to such sale of corresponding shares of Series A Preferred Stock in accordance with Section 6.06.

(iii) Upon the exercise by any LLC Optionee of its LLC Option, such LLC Optionee's Capital Account shall be equal to or increased by, as applicable, the Closing Sale Price of the Class A Common Stock on the date such LLC Option was exercised.

(c) In the event of a Transfer of Units made in accordance with this Agreement, the Capital Account of the transferor that is attributable to the transferred Units shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv) (I).

(d) The Company shall revalue the Capital Accounts in connection with a Revaluation Event and in accordance with the definition of Book Value.

Section 5.02 Allocations.

(a) After giving effect to the allocations in Section 5.03, Net Profit and Net Loss (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company for each applicable Allocation Period shall be allocated among the Members during such Allocation Period in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal to (i) the distributions that would be made to such Member pursuant to Section 14.02(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Book Value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 14.02(c), to the Members immediately after making such allocation, *minus* (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets. For the avoidance of doubt, in accordance with Section 706(d)(1) of the Code, any deductions resulting from the exercise by any LLC Optionee of its LLC Option shall be allocated under a closing of the books method to the Members who were Members of the Company in the Allocation Period ending on the day immediately prior the day of such exercise. Notwithstanding the foregoing, the Manager may make allocations it (acting reasonably and in good faith) deems necessary to give economic effect to the provisions in Article V, Article XIV and the other relevant provisions of this Agreement and to properly reflect each Member's "interest in the partnership" within the meaning of Treasury Regulations Section 1.704-1(b)(3).

Section 5.03 Special Allocations.

(a) Member Nonrecourse Deductions attributable to Member Nonrecourse Debt shall be allocated to the Members bearing the economic risk of loss for such Member Nonrecourse Debt as determined under Treasury Regulation Section 1.704-2(b)(4). If more than one Member bears the economic risk of loss for such Member Nonrecourse Debt, the Member Nonrecourse Deductions attributable to such Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the economic risk of loss. This Section 5.03(a) is intended to comply with the provisions of Treasury Regulation Section 1.704-2(i) and shall be interpreted consistently therewith.

(b) Nonrecourse deductions (as determined according to Treasury Regulations Section 1.704-2(b)(1)) for any Taxable Year shall be allocated pro rata among the Members in accordance with their Common Unit Percentage Interests. If there is a net decrease in the Minimum Gain during any Taxable Year, each Member shall be allocated individual items of income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(f). This Section 5.03(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation or Distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, after all other allocations pursuant to Sections 5.02 and 5.03, have been tentatively made as if this Section 5.03(c) were not in this Agreement, items of income and gain for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 5.03(c) is intended to be a qualified income offset provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) If the allocation of Net Losses (or individual items of loss or deduction) to a Member as provided in Section 5.02 would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Net Loss (or individual items of loss or deduction) as will not create or increase an Adjusted Capital Account Deficit. The Net Losses (or individual items of loss or deduction) that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Common Unit Percentage Interests, subject to this Section 5.03(d).

(e) In the event that any Member has an Adjusted Capital Account Deficit at the end of any applicable Allocation Period, such Member shall be allocated items of Company gross income, and gain in the amount of such deficit as quickly as possible; *provided, however*, that an allocation pursuant to this Section 5.03(e) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Sections 5.02 and 5.03 have been tentatively made as if Section 5.03(c) and this Section 5.03(e) were not in this Agreement.

(f) (i) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income and Net Loss; and (ii) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to such Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(g) Notwithstanding anything to the contrary contained in this Agreement, (i) no allocations of Net Profits or Net Losses shall be made in respect of any Unvested Earn Out Units in determining Capital Accounts unless and until such Unvested Earn Out Units are converted into Common Units upon the occurrence of a Vesting Event; (ii) in the event the Book Value of any Company asset is adjusted pursuant to the definition of Book Value upon the conversion of any Unvested Earn Out Units into Common Units, any Unrealized Gain or Unrealized Loss resulting from such adjustment shall, in the manner reasonably determined by the Manager and consistent with the definition of Book Value, be allocated first to the Common Units into which previously Unvested Earn Out Units that Vested were converted, then among the Members such that the Per Unit Capital Amount relating to each Common Unit (including the Common Units into which previously Unvested Earn Out Units that Vested were converted), after taking into account the Distribution Catch-Up Payment, is equal in amount immediately after making such allocation in accordance with principles similar to those set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(s); *provided*, that if the foregoing allocations pursuant to clause (ii) are insufficient to cause the Per Unit Capital Amount relating to each Common Unit to be so equal in amount, then the Manager, in its reasonable discretion, may cause a Capital Account reallocation in accordance with principles similar to those set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(s)(3) to cause the Per Unit Capital Amount relating to each Common Unit to be so equal in amount.

(h) Notwithstanding any other provision of Section 5.02 and this Section 5.03 (other than the Regulatory Allocations), prior to all other allocations:

(i) Items of Company gross income and gain shall be allocated to the Series A Preferred Units until the aggregate amount of gross income and gain allocated to such Series A Preferred Units pursuant hereto for the applicable current Allocation Period and all previous Allocation Periods is equal to the cumulative amount of the sum of (without duplication):

(A) all Cash Distributions and Unit Distributions (whose Fair Market Value shall be determined by using the VWAP of the Class A Common Stock on the date the corresponding dividend of Class A Common Stock was declared by the Corporation) made with respect to such Series A Preferred Unit pursuant to Section 4.01(a)(i), and

(B) the sum of the Accrued Distributions on all of the outstanding Series A Preferred Units, in each case as of the end of such current Allocation Period.

(ii) if (A) the date on which a Liquidating Event occurs there is at least one outstanding Series A Preferred Unit and (B) after having made all other allocations provided for in this Section 5.03 for the Allocation Period in which the Liquidating Event occurs, the Per Unit Capital Amount of each Series A Preferred Unit would not equal or exceed the Series A Liquidation Value, then items of income, gain, loss and deduction for such Allocation Period shall instead be allocated among the Members in a manner determined appropriate by the Manager so as to cause, to the maximum extent possible, the Per Unit Capital Amount in respect of each Series A Preferred Unit to equal the Series A Liquidation Value (and no other allocation pursuant to this Agreement shall reverse the effect of such allocation). In the event that (x) the date on which a Liquidating Event occurs is on or before the date (not including any extension of time) prescribed by law for the filing of the Company's federal income tax return for the Allocation Period immediately prior to the Allocation Period in which the Liquidating Event occurs and (y) the reallocation of items for the Allocation Period in which the Liquidating Event occurs as set forth above in this Section 5.03(h)(ii) fails to achieve the Per Unit Capital Amounts described above, then items of income, gain, loss and deduction for such Allocation Period shall be allocated among all Members in a manner that will, to the maximum extent possible and after taking into account all other allocations made pursuant to this Section 5.03(h)(ii), cause the Per Unit Capital Amount in respect of each Series A Preferred Unit to equal the Series A Liquidation Value.

(i) The allocations set forth in Section 5.03(a) through and including Section 5.03(e) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to allocate Net Profit and Net Loss of the Company or make Distributions. Accordingly, notwithstanding the other provisions of this Article V, but subject to the Regulatory Allocations, income, gain, deduction and loss with respect to the Company shall be reallocated among the Members so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Members to be in the amounts (or as close thereto as possible) they would have been if Net Profit and Net Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Members anticipate that this will be accomplished by specially allocating other Net Profit and Net Loss (and such other items of income, gain, deduction and loss) among the Members so that the net amount of the Regulatory Allocations and such special allocations to each such Member is zero. In addition, if in any Allocation Period there is a decrease in partnership minimum gain, or in partner nonrecourse debt minimum gain, and application of the minimum gain chargeback requirements set forth in Section 5.03(a) or Section 5.03(b) would cause a distortion in the economic arrangement among the Members, the Manager may, if it does not expect that the Company will have sufficient other income to correct such distortion, request the IRS to waive either or both of such minimum gain chargeback requirements pursuant to Treasury Regulations Section 1.704-2(f)(4). If such request is granted, this Agreement shall be applied in such instance as if it did not contain such minimum gain chargeback requirement.

Section 5.04 Tax Allocations.

(a) The income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; *provided that* if any such allocation is not permitted by the Code or other applicable Law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any asset contributed to the capital of the Company and with respect to reverse Code Section 704(c) allocations described in Treasury Regulations Section 1.704-3(a)(6) shall, solely for applicable tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such asset to the Company for U.S. federal income tax purposes and its initial Book Value or its Book Value determined pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) (computed in accordance with the definition of Book Value) (i) in the case of any variation that exists as a result of the Transactions, using the "traditional method with curative allocations limited to back end gain on sale," and (ii) in the case of any other variation, using the "traditional method with curative allocations limited to back end gain on sale," unless another method is chosen by the Manager; *provided, however*, that where multiple such variations exist, Section 704(c) shall be applied in reverse chronological order. Allocations pursuant to this Section 5.04(b), Section 704(c) of the Code (and the principles thereof), and Treasury Regulations Section 1.704-1(b)(4)(i) are solely for purposes of U.S. federal (and applicable state and local) income tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income or Net Loss. Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(c) For purposes of determining a Member's share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in income and gain shall be determined pursuant to any proper method, as reasonably determined by the Manager; *provided*, that each year the Manager shall use its reasonable best efforts (using in all instances any proper method permitted under applicable Law, including without limitation the "additional method" described in Treasury Regulations Section 1.752-3(a)(3)) to allocate a sufficient amount of the excess nonrecourse liabilities to those Members who would have at the end of the applicable Taxable Year, but for such allocation, taxable income due to the deemed distribution of money to such Member pursuant to Section 752(b) of the Code that is in excess of such Member's adjusted tax basis in its Units; *provided, further*, that with respect to any of the Company's "excess nonrecourse liabilities" that arise after the Effective Time, the Manager shall not be required to allocate "excess nonrecourse liabilities" in the manner described in the preceding proviso to the extent that the Manager determines in its sole discretion made in good faith that such allocation would reasonably be expected to have a material adverse impact on the Corporation (for this purpose, any such allocation that results in the Corporation having a lower tax basis in its interests in the Company but that does not otherwise cause the Corporation to have taxable income in the applicable Taxable Year in excess of the taxable income it otherwise would have been expected to have in such Taxable Year (including as a result of an actual or deemed distribution made to the Corporation in such Taxable Year) utilizing a different permissible allocation of "excess nonrecourse liabilities" shall not be considered a material adverse impact).

(d) If necessary (including with respect to the Series A Preferred Conversion or the Vesting of an Unvested Earn Out Unit), the Company will make corrective allocations as set forth in Treasury Regulation Section 1.704-1(b)(4)(x). Without limiting the generality of the foregoing, if pursuant to Section 5.03(g) the Company causes a Capital Account reallocation in accordance with principles similar to those set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations in accordance with principles similar to those set forth in Treasury Regulation Section 1.704-1(b)(4)(x).

(e) In the event any Common Units issued pursuant to Section 3.02(c) and Section 3.10(c) are subsequently forfeited, the Company may make forfeiture allocations with respect to such Common Units in the Taxable Year of such forfeiture in accordance with the principles of proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c), taking into account any amendments thereto and any temporary or final Treasury Regulations issued pursuant thereto.

(f) Allocations pursuant to this Section 5.04 are solely for purposes of federal, state and local income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, Distributions (other than Tax Distributions) or other items of the Company pursuant to any provision of this Agreement.

Section 5.05 Tax Withholding.

(a) If requested by the Manager, each Member shall, if able to do so, deliver to the Manager: (i) an affidavit in form satisfactory to the Company, such as an IRS Form W-9 or applicable IRS Form W-8, that the applicable Member (or its beneficial owners, as the case may be) is not subject to withholding under the provisions of any U.S. federal, state, local, foreign or other applicable Law; (ii) any certificate that the Company may reasonably request with respect to any such Laws; and/or (iii) any other form or instrument reasonably requested by the Company relating to any Member's status under such Law. In the event that a Member fails or is unable to deliver to the Company an affidavit described in sub-clause (i) of this clause (a), for the avoidance of doubt, the Company may withhold amounts from such Member in accordance with Section 5.05(b).

(b) After receipt of a written request of any Member or former Member, the Company shall provide such information to such Member and take such other action as may be reasonably necessary to assist such Member in making any necessary filings, applications or elections to obtain any available exemption from, or any available refund of, any withholding imposed by any taxing authority with respect to amounts distributable or items of income allocable to such Member hereunder to the extent not adverse to the Company or any Member. In addition, the Company shall, at the request of any Member, make or cause to be made (or cause the Company to make) any such filings, applications or elections; provided, however, that any such requesting Member shall cooperate with the Company, with respect to any such filing, application or election to the extent reasonably determined by the Company and that any filing fees, taxes or other out-of-pocket expenses reasonably incurred and related to any information, filing, application or elections described in this Section 5.05(b) shall be paid and borne by such requesting Member or, if there is more than one requesting Member, by such requesting Members in accordance with their relative Common Unit Percentage Interests.

(c) Withholding Advances. To the extent the Corporation or the Company is required by Law to withhold or to make tax payments (including payments for interest, penalties or additions to tax) on behalf of or with respect to any Member (including the delivery of consideration in connection with a Redemption or Direct Exchange, backup withholding, Section 1445 of the Code, Section 1446 of the Code or any "imputed underpayment" within the meaning of the Code or, in each case, similar provisions of state, local or other tax Law) ("Withholding Advances"), the Corporation or the Company, as the case may be, may withhold such amounts and make such tax payments as so required.

(d) Repayment of Withholding Advances. All Withholding Advances made on behalf of a Member who is an officer or director of the Corporation must repay such Withholding Advance as soon the Company withholds or makes tax payments on behalf of such Member. All Withholding Advances made on behalf of any other Member, plus interest thereon at a rate equal to the Prime Rate as of the date of such Withholding Advances plus 2.0% per annum (which interest shall begin to accrue on the day that is 15 days after the payment of such Withholding Advances by the Company to the extent of the amount of Withholding Advances that have not yet been repaid by such Member at such time), shall (i) be paid on demand by the Member (or former Member) on whose behalf such Withholding Advances were made (it being understood that no such payment shall increase such Member's Capital Account), or (ii) with the consent of the Manager be repaid by reducing the amount of the current or next succeeding distribution or distributions that would otherwise have been made to such Member or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Member. Whenever repayment of a Withholding Advance by a Member is made as described in clause (ii) of this Section 5.05(c), for all other purposes of this Agreement such Member shall be treated as having received all distributions (whether before or upon any Liquidating Event) unreduced by the amount of such Withholding Advance and interest thereon.

(e) Withholding Advances — Reimbursement of Liabilities. Each Member hereby agrees to reimburse the Company for any liability with respect to Withholding Advances (including interest thereon) required or made on behalf of or with respect to such Member (including penalties imposed with respect thereto).

Section 5.06 Rights of Series A Preferred Units.

(a) The Corporation shall be entitled to receive liquidating distributions in respect of the Series A Preferred Units in the manner set forth in Section 14.02(c). The Corporation shall be entitled to receive distributions other than liquidating distributions in respect of the Series A Preferred Units in the manner set forth in Section 4.01(a)(i) and Section 4.01(b)(i)(A).

(b) Except as provided in the following sentence, the holders of the Series A Preferred Units shall not be entitled to vote on any matters requiring the approval or vote of the holders of Units, except as required by applicable law. Notwithstanding any other provision of this Agreement, in addition to all other requirements imposed by the Act, and all other voting rights granted under this Agreement, the affirmative vote of the holder of a majority of the outstanding Series A Preferred Units, voting separately as a class based upon one vote per Series A Preferred Unit, shall be necessary on any matter that (i) adversely affects any of the rights, preferences and privileges of the Series A Preferred Units or (ii) amends or modifies any of the terms of the Series A Preferred Units.

(c) Each time that a share of Series A Preferred Stock is converted into shares of Class A Common Stock, an equal number of Series A Preferred Units shall automatically convert (without any further action of the Company or the Corporation) into Common Units at the same conversion ratio as applied to the conversion of the Series A Preferred Stock into Class A Common Stock (the "**Series A Preferred Conversion**").

(d) Immediately prior to the time that a share of Series A Preferred Stock is to be repurchased or redeemed by the Corporation, the Company shall repurchase or redeem an equal number of Series A Preferred Units in exchange for the same consideration that is to be paid by the Corporation in the repurchase or redemption of the Series A Preferred Stock. For example, if 100,000 shares of Series A Preferred Stock are to be repurchased by the Corporation in exchange for \$3,000,000 in cash and 400,000 shares of Class A Common Stock, then 100,000 Series A Preferred Units shall be repurchased by the Company from the Corporation in exchange for \$3,000,000 in cash and 400,000 Common Units.

(e) Notwithstanding Section 5.06(c) and Section 5.06(d), no repurchase, redemption or conversion shall be effected to the extent such repurchase, redemption or conversion would render the Company insolvent or violate the Delaware Act or applicable Law. For purposes of the foregoing sentence, "insolvency" means the inability of the Company to meet its payment obligations when due. Notwithstanding Section 5.06(d), no repurchase or redemption of the Series A Preferred Units shall be required or effected if such redemption would cause the Series A Preferred Units to be treated as "disqualified stock," "disqualified capital stock" or any equivalent term under any credit agreement, loan agreement, indenture or other credit facility to which the Company is a party at the time of the repurchase or redemption.

(f) It is intended that the conversion right applicable to the Series A Preferred Units will be treated as a noncompensatory option within the meaning of Regulations Section 1.721-2(f). Consistent with such intention, the Company shall comply with the allocation provisions set forth in Treasury Regulations Sections 1.704-1(b)(2)(iv)(s) and 1.704-1(b)(4)(x) (including making any required "corrective" allocations in accordance with those Regulations) and other applicable provisions in this Agreement.

ARTICLE VI.
MANAGEMENT

Section 6.01 Authority of Manager; Officer Delegation.

(a) Except for situations in which the approval of any Member(s) is specifically required by this Agreement and except as otherwise provided in this Agreement, (i) all management powers over the business and affairs of the Company shall be exclusively vested in the Corporation, as the sole managing member of the Company (the Corporation, in such capacity, the “**Manager**”), (ii) the Manager shall conduct, direct and exercise full control over all activities of the Company and (iii) Manager shall have power to bind or take any action on behalf of the Company, or to exercise in its discretion any rights and power (including rights to take certain actions, give or withhold certain consents or approvals, or make certain determinations, opinions, judgment, or other decisions) granted to the Company under this Agreement, or any other agreement, instrument or other document to which the Company is a party. The Manager shall be the “manager” of the Company for the purposes of the Delaware Act. Except as otherwise expressly provided for herein and subject to the other provisions of this Agreement, the Members hereby consent to the exercise by the Manager of all such powers and rights conferred on the Members by the Delaware Act with respect to the management and control of the Company. Any vacancies in the position of Manager shall be filled in accordance with Section 6.04.

(b) Without limiting the authority of the Manager to act on behalf of the Company, the day-to-day business and operations of the Company shall be overseen and implemented by officers of the Company (each, an “**Officer**” and collectively, the “**Officers**”), subject to the limitations imposed by the Manager. An Officer may, but need not, be a Member. Each Officer shall be appointed by the Manager and shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any one Person may hold more than one office. Subject to the other provisions of this Agreement, the salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Manager. The authority and responsibility of the Officers shall be limited to such duties as the Manager may, from time to time, delegate to them. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, the assignment of such title shall constitute the delegation to such Person of the authorities and duties that are normally associated with that office. All Officers shall be, and shall be deemed to be, officers and employees of the Company. An Officer may also perform one or more roles as an officer of the Manager. Any Officer may be removed at any time, with or without cause, by the Manager.

(c) Subject to the other provisions of this Agreement, the Manager shall have the power and authority to effectuate the sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Company (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Company) or the merger, consolidation, conversion, division, reorganization or other combination of the Company with or into another entity, for the avoidance of doubt, without the prior consent of any Member or any other Person being required.

Section 6.02 Actions of the Manager. The Manager may act through any Officer or through any other Person or Persons to whom authority and duties have been delegated pursuant to Section 6.01(b).

Section 6.03 Resignation; No Removal. The Manager may resign at any time by giving written notice to the Members; provided, however, that any such resignation shall be subject to the appointment of a new Manager in accordance with Section 6.04. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Members (subject to the appointment of a new Manager in accordance with Section 6.04), and the acceptance of the resignation shall not be necessary to make it effective. For the avoidance of doubt, the Members have no right under this Agreement to remove or replace the Manager. Notwithstanding anything to the contrary herein, no replacement or termination of the Corporation as the Manager shall be effective unless proper provision is made, in compliance with this Agreement, so that the obligations of the Corporation, its successor or assign (if applicable) and any new Manager and the rights of all Members under this Agreement and applicable Law remain in full force and effect. No appointment of a Person other than the Corporation (or its successor or assign, as applicable) as the Manager shall be effective unless (a) the new Manager executes a Joinder to this Agreement and agrees to be bound by the terms and conditions in this Agreement, and (b) the Corporation (or its successor or assign, as applicable) and the new Manager (as applicable) provide all other Members with contractual rights, directly enforceable by such other Members against the Corporation (or its successor, as applicable) and the new Manager (as applicable), to cause (i) the Corporation to comply with all of the Corporation's obligations under this Agreement (in its capacity as a Member) and (ii) the new Manager to comply with all of the Manager's obligations under this Agreement.

Section 6.04 Vacancies. Vacancies in the position of Manager occurring for any reason shall be filled by the Corporation (or, if the Corporation has ceased to exist without any successor or assign, then by the holders of a majority in interest of the voting capital stock of the Corporation immediately prior to such cessation). For the avoidance of doubt, the Members (other than the Corporation) have no right under this Agreement to fill any vacancy in the position of Manager.

Section 6.05 Transactions Between the Company and the Manager. The Manager may cause the Company to contract and deal with the Manager, or any Affiliate of the Manager; provided, that such contracts and dealings (other than contracts and dealings between the Company and its Subsidiaries) are (i) on terms comparable to and competitive with those available to the Company from others dealing at arm's length, (ii) approved by the Members (other than the Manager) holding a majority of the Percentage Interests of the Members (other than the Manager), (iii) approved by the Disinterested Majority and (iv) otherwise are permitted by the Credit Agreements; provided that the foregoing shall in no way limit the Manager's rights under Sections 3.02, 3.04, 3.05 or 3.10. The Members hereby approve each of the contracts or agreements between or among the Manager or its Affiliates (other than the Company and its Subsidiaries), on the one hand, and the Company or its Affiliates (other than the Manager and any of the Company's Subsidiaries), on the other hand, entered into on or prior to the date of this Agreement in accordance with the A&R LLC Agreement or that the board of managers of the Company or the Corporate Board has approved in connection with the Transactions, including the Recapitalization, as of the date of this Agreement, including, but not limited to, the Tax Receivable Agreement.

Section 6.06 Reimbursement for Expenses. Except as provided in this Section 6.06, the Manager shall not be compensated for its services as Manager of the Company. The Members acknowledge and agree that the Manager's Class A Common Stock is publicly traded and, therefore, the Manager has access to the public capital markets and that such status and the services performed by the Manager will inure to the benefit of the Company and all Members; therefore, the Manager shall be reimbursed by the Company for any reasonable out-of-pocket expenses incurred on behalf of the Company, including, without limitation, all fees, expenses and costs associated with being a public company (including, without limitation, public reporting obligations, proxy statements, stockholder meetings, Stock Exchange fees (or fees associated with the principal national securities exchange on which the Class A Common Stock is then listed or admitted to trading), transfer agent fees, legal fees, SEC and FINRA filing fees, offering expenses and excise taxes (including any excise taxes imposed pursuant to Section 4501 of the Code) incurred in connection with the redemption of any shares of Equity Securities of the Manager) and maintaining its corporate existence. In the event that shares of Class A Common Stock are sold to underwriters in any subsequent public offering at a price per share that is lower than the price per share for which such shares of Class A Common Stock are sold to the public in such subsequent public offering, after taking into account underwriters' discounts or commissions and brokers' fees or commissions (such difference, the "**Discount**") (i) the Manager shall be deemed to have contributed to the Company in exchange for newly issued Common Units the full amount for which such shares of Class A Common Stock were sold to the public and (ii) the Company shall be deemed to have paid the Discount as an expense. In accordance with the foregoing and Section 1.01(b) and 1.01(c) of the Transaction Agreement, the Manager also shall be deemed to have contributed to the Company, in exchange for newly issued Common Units, Series A Preferred Units, Common Warrants and Investor Warrants, the Purchaser Transaction Costs and the Company Transaction Costs (in each case, as defined therein). To the extent practicable, expenses incurred by the Manager on behalf of or for the benefit of the Company shall be billed directly to and paid by the Company and, if and to the extent any reimbursements to the Manager or any of its Affiliates by the Company pursuant to this Section 6.06 constitute gross income to such Person (as opposed to the repayment of advances made by such Person on behalf of the Company), such amounts shall be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code (unless otherwise required by the Code and Treasury Regulations) and shall not be treated as distributions for purposes of computing the Members' Capital Accounts. Notwithstanding the foregoing, the Company shall not bear any obligations with respect to income tax of the Manager or any payments made pursuant to the Tax Receivable Agreement other than in a manner that is expressly contemplated under this Agreement.

Section 6.07 Limitation of Liability of Manager.

(a) Except as otherwise provided herein or in an agreement entered into by such Person and the Company, neither the Manager nor any of the Manager's Affiliates or Manager's officers, directors, employees, advisors, attorneys, accountants or agents or representatives (collectively "**Manager's Representatives**") shall be liable to the Company, to any Member that is not the Manager or to any other Person bound by this Agreement for any act or omission performed or omitted by the Manager in its capacity as the sole managing member of the Company pursuant to authority granted to the Manager by this Agreement; *provided, however*, that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to the Manager's or a Manager's Representative's gross negligence, intentional misconduct or knowing violation of Law or for any present or future material breaches of any representations, warranties or covenants by the Manager or any Manager's Representative contained herein or in the Other Agreements with the Company. The Manager may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and shall not be responsible for any misconduct or negligence on the part of any such agent (so long as such agent was selected in good faith and with reasonable care). The Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Manager in good faith reliance on such advice shall in no event subject the Manager to liability to the Company or any Member that is not the Manager.

(b) To the fullest extent permitted by applicable Law, whenever this Agreement or any other agreement contemplated herein provides that the Manager shall act in a manner that is, or provide terms that are, "fair and reasonable" to the Company or any Member that is not the Manager, the Manager shall determine such appropriate action or provide such terms considering, in each case, the relative interests of each party to such agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable United States generally accepted accounting practices or principles, notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of Law or equity or otherwise.

(c) In connection with the performance of its duties as the Manager of the Company, except as otherwise set forth herein, the Manager acknowledges that, solely in its capacity as Manager, it will owe to the Members the same fiduciary duties as it would owe to the stockholders of a Delaware corporation if it were a member of the board of directors of such a corporation and the Members were stockholders of such corporation.

Section 6.08 Investment Company Act. The Manager shall use its best efforts to ensure that the Company shall not be subject to registration as an investment company pursuant to the Investment Company Act.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF MEMBERS AND MANAGER

Section 7.01 Limitation of Liability and Duties of Members.

(a) Except as provided in this Agreement or in the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any such debts, obligations, contracts or liabilities of the Company solely by reason of being a Member or the Manager (except to the extent and under the circumstances set forth in any non-waivable provision of the Delaware Act). Notwithstanding anything contained herein to the contrary, to the fullest extent permitted by applicable Law, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

(b) In accordance with the Delaware Act and the Laws of the State of Delaware, a Member may, under certain circumstances, be required to return amounts previously distributed to such Member. It is the intent of the Members that no Distribution to any Member pursuant to Articles IV or XIV shall be deemed a return of money or other property paid or distributed in violation of the Delaware Act. The payment of any such money or Distribution of any such property to a Member shall be deemed to be a compromise within the meaning of Section 18-502(b) of the Delaware Act, and, to the fullest extent permitted by Law, any Member receiving any such money or property shall not be required to return any such money or property to the Company or any other Person, unless such distribution was made by the Company to its Members in clerical error. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

(c) To the fullest extent permitted by applicable Law, including Section 18-1101(c) of the Delaware Act, and notwithstanding any other provision of this Agreement (but subject, and without limitation, to Section 6.07 with respect to the Manager) or in any Agreement contemplated herein or applicable provisions of Law or equity or otherwise, the parties hereto hereby agree that to the extent that any Member (other than the Manager in its capacity as such) (or any Member's Affiliate or any manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of any Member or of any Affiliate of a Member) has duties (including fiduciary duties) to the Company, to the Manager, to another Member, to any Person who acquires an interest in a Unit or to any other Person bound by this Agreement, all such duties (including fiduciary duties) are hereby eliminated, to the fullest extent permitted by law, and replaced with the duties or standards expressly set forth herein, if any; *provided, however*, that the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. The elimination of duties (including fiduciary duties) to the Company, the Manager, each of the Members, each other Person who acquires an interest in a Unit and each other Person bound by this Agreement and replacement thereof with the duties or standards expressly set forth herein, if any, are approved by the Company, the Manager, each of the Members, each other Person who acquires an interest in a Unit and each other Person bound by this Agreement.

Section 7.02 Lack of Authority. No Member, other than the Manager or a duly appointed Officer, in each case in its capacity as such, has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditure on behalf of the Company. The Members hereby consent to the exercise by the Manager of the powers conferred on it by Law and this Agreement.

Section 7.03 No Right of Partition. No Member, other than the Manager, shall have the right to seek or obtain partition by court decree or operation of Law of any property of the Company, or the right to own or use particular or individual assets of the Company.

Section 7.04 Indemnification.

(a) Subject to Section 5.06, the Company hereby agrees to indemnify and hold harmless any Person (each an "**Indemnified Person**") to the fullest extent permitted under applicable Law, as the same now exists or may hereafter be amended, substituted or replaced (but, to the fullest extent permitted by applicable Law, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Member or an Affiliate thereof (other than as a result of an ownership interest in the Corporation) or is or was serving as the Manager or a director, officer, employee, advisor, attorney, accountant or other agent or representative of the Manager, the Company Representative, or a director, manager, Officer, employee, advisor, attorney, accountant or other agent or representative of the Company or is or was serving at the request of the Company as a manager, officer, director, principal, member, employee, advisor, attorney, accountant or other agent or representative of another Person; *provided, however*, that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its Affiliates' fraud, willful misconduct or knowing violation of Law or for any present or future breaches of any representations, warranties or covenants by such Indemnified Person or its Affiliates contained herein or in Other Agreements with the Company. Reasonable expenses, including out-of-pocket attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 7.04 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, bylaw, action by the Manager or otherwise.

(c) The Company shall maintain directors' and officers' liability insurance, or substantially equivalent insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in Section 7.04(a) whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 7.04. The Company shall use its commercially reasonable efforts to purchase and maintain property, casualty and liability insurance in types and at levels customary for companies of similar size engaged in similar lines of business, as determined in good faith by the Manager, and the Company shall use its commercially reasonable efforts to purchase directors' and officers' liability insurance (including employment practices coverage) with a carrier and in an amount determined necessary or desirable as determined in good faith by the Manager.

(d) The indemnification and advancement of expenses provided for in this Section 7.04 shall be provided out of and to the extent of Company assets only. No Member (unless such Member otherwise agrees in writing or is found in a non-appealable decision by a Governmental Entity of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company. The Company (i) shall be the primary indemnitor of first resort for such Indemnified Person pursuant to this Section 7.04 and (ii) shall be fully responsible for the advancement of all expenses and the payment of all damages or liabilities with respect to such Indemnified Person which are addressed by this Section 7.04.

(e) If this Section 7.04 or any portion hereof shall be invalidated on any ground by any Governmental Entity of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 7.04 to the fullest extent permitted by any applicable portion of this Section 7.04 that shall not have been invalidated and to the fullest extent permitted by applicable Law.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS, AFFIRMATIVE COVENANTS

Section 8.01 Records and Accounting. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required pursuant to applicable Laws. All matters concerning (a) the determination of the relative amount of allocations and Distributions among the Members pursuant to Articles IV and V and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Manager, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error or common law fraud.

Section 8.02 Fiscal Year. The Fiscal Year of the Company shall end on December 31 of each year or such other date as may be established by the Manager.

Section 8.03 Inspection Rights. The Company shall permit each Member and each of its designated representatives, at such Member's sole cost and expense, to examine the books and records of the Company or any of its Subsidiaries at the principal office of the Company or such other location as the Manager shall reasonably approve during normal business hours and upon reasonable notice for any purpose reasonably related to such Member's Units; *provided*, that Manager has a right to keep confidential from the Members certain information in accordance with Section 18-305 of the Delaware Act.

ARTICLE IX. TAX
MATTERS

Section 9.01 Preparation of Tax Returns. The Manager shall arrange for the preparation and timely filing of all tax returns required to be filed by the Company. The Manager shall use reasonable efforts (taking into account applicable extensions of time to file tax returns) to furnish, within two hundred fifteen (215) days of the close of each Taxable Year, to each Member a completed IRS Schedule K-1 (and any comparable state and local income tax form) and such other information as is reasonably requested by such Member relating to the Company that is necessary for such Member to comply with its tax reporting obligations. Subject to the terms and conditions of this Agreement and except as otherwise provided in this Agreement, in its capacity as Company Representative, the Manager shall have the authority to prepare the tax returns of the Company using such permissible methods and elections as it determines in its reasonable discretion, including without limitation the use of any permissible method under Section 706 of the Code for purposes of determining the varying Units of its Members.

Section 9.02 Tax Elections. The Taxable Year shall be the Fiscal Year set forth in Section 8.02, unless otherwise required by Section 706 of the Code. The Manager shall cause the Company and each of its Subsidiaries that is treated as a partnership for U.S. federal income tax purposes (but excluding any such Subsidiary to the extent it is directly or indirectly held by or through any entity treated as a corporation for U.S. federal, and applicable state and local, income tax purposes) to have in effect an election pursuant to Section 754 of the Code (or any similar provisions of applicable state, local or foreign tax Law) for the Taxable Year that includes the Effective Time and each subsequent Taxable Year in which an Exchange (as defined in the Tax Receivable Agreement) occurs, and the Manager shall take commercially reasonable efforts to cause each Person in which the Company owns a direct or indirect equity interest (other than a Subsidiary and any Person that is directly or indirectly held by or through an entity treated as a corporation for U.S. federal, and applicable state and local, income tax purposes) that is so treated as a partnership to have in effect any such election for such Taxable Years. Each Member will upon request supply any information reasonably necessary to give proper effect to any such elections.

Section 9.03 Company Representative.

(a) The Manager is specially authorized and appointed to act as the Company Representative and in any similar capacity under state or local Law; provided, however, that the Manager may appoint and replace the Company Representative. The Company Representative shall designate a "designated individual" in accordance with Treasury Regulations Section 301.6223-1(b)(3)(i). The Company and the Members (including any Member designated as the Company Representative prior to the date hereof) shall reasonably cooperate with each other and shall use reasonable best efforts to cause the Manager (or any Person subsequently designated) to become the Company Representative with respect to any taxable period of the Company with respect to which the statute of limitations has not yet expired (and causing any tax matters partner, partnership representative or designated individual designated prior to the Effective Date to resign, be revoked or replaced, as applicable), including (as applicable) by filing certifications pursuant to Treasury Regulations Section 301.6231(a)(7)-1(d).

(b) The Company Representative may retain, at the Company's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as the Company Representative. Subject to the other terms of this Agreement, the Company Representative is authorized to take such actions and execute and file all statements and forms on behalf of the Company that are approved by the Manager and are permitted or required by the applicable provisions of the Partnership Tax Audit Rules. The Company Representative will have sole discretion to determine whether the Company (either in its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Each Member agrees to reasonably cooperate with the Company Representative and to do or refrain from doing any or all things reasonably requested by the Company Representative (including paying any and all resulting taxes, additions to tax, penalties and interest in a timely fashion) in connection with any examination of the Company's affairs by any taxing authorities, including resulting administrative and judicial proceedings. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member, and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 5.05. The Company Representative shall be entitled to cause the Company to elect the application of Section 6226 of the Code with respect to any imputed underpayment or make any other decision or election, or take any action pursuant to Sections 6221 through 6235 and 6241 of the Code. The Company Representative shall keep the Members reasonably informed of any material audit or administrative or judicial proceedings and any decisions or elections described in the previous sentence that are material in nature. The Company shall reimburse the Company Representative for all reasonable out-of-pocket expenses incurred by the Company Representative, including reasonable fees of any professional attorneys, in carrying out its duties as the Company Representative. In the event that the Manager determines that the foregoing provisions are no longer applicable to the Company, either due to a change of controlling law or the enactment of applicable Treasury Regulations, the Manager is authorized to take any reasonable actions as may be required concerning tax matters of the Company not otherwise addressed in this Section 9.03. The provisions of this Section 9.03 shall survive the termination of any Member's interest in the Company, the termination of this Agreement and the termination of the Company and shall remain binding on each Member for the period of time necessary to resolve with any applicable taxing authority any tax matters relating to the Company.

Section 9.04 Earn Out Units. The parties to this Agreement intend that, for U.S. federal income tax purposes, unless otherwise required by the Code or Treasury Regulations, (a) the Unvested Earn Out Units received by any of the Pre-Transaction Members shall not be treated as being received in connection with the performance of services, (b) the receipt of Common Units on conversion of any Unvested Earn Out Units upon a Vesting Event shall be treated in accordance with principles similar to those set forth in Treasury Regulation Section 1.721-2(a), and (c) the Pre-Transaction Members shall not be treated as having taxable income or gain as a result of the receipt of such Unvested Earn Out Units or the receipt of any Common Units as a result of any Vesting Event (other than as a result of corrective allocations made pursuant to the second sentence of Section 5.04(d)). The Company shall prepare and file all applicable tax returns consistent therewith unless otherwise required by a "determination" within the meaning of Section 1313 of the Code or a change in applicable Law. Notwithstanding the foregoing, each of the Pre-Transaction Members may, within 30 days of the Closing Date, as defined in the Transaction Agreement, file with the IRS on a protective basis a completed election under Section 83(b) of the Code and the Treasury Regulations with respect to the Unvested Earn Out Units.

Section 9.05 Transaction Agreement. Notwithstanding anything to the contrary, to the extent of any conflict between Section 9.03 of this Agreement and Section 6.11(c) of the Transaction Agreement, Section 6.11(c) of the Transaction Agreement shall control with respect to the matters described therein.

ARTICLE X.
RESTRICTIONS ON TRANSFER OF UNITS; CERTAIN TRANSACTIONS

Section 10.01 Transfers by Members. No holder of Units shall Transfer any interest in any Units, except Transfers (a) pursuant to and in accordance with Sections 10.02 and 10.09, (b) approved in advance and in writing by the Manager, in the case of Transfers by any Member other than the Manager, or (c) in the case of Transfers by the Manager, to any Person who succeeds to the Manager in accordance with Section 6.04. Notwithstanding the foregoing, "Transfer" shall not include any indirect Transfer of Units held by the Manager by virtue of any Transfer of Equity Securities in the Corporation. Notwithstanding any other provision of this Agreement to the contrary, no Member shall Transfer all or any part of its Units or any right or economic interest pertaining thereto if such Transfer, in the reasonable discretion of the Manager, (x) would cause the Company to (1) be classified as a "publicly traded partnership" as that term is defined in Section 7704 of the Code and Treasury Regulations promulgated thereunder or (2) fail to qualify for the safe harbor contained in Treasury Regulations Section 1.7704-1(h) or (y) would result in the Company having more than 100 partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined pursuant to the rules of Treasury Regulations Section 1.7704-1(h)(3)) in any Fiscal Year that is not a Restricted Fiscal Year.

Section 10.02 Permitted Transfers. The restrictions contained in Section 10.01 shall not apply to any of the following (each, a "**Permitted Transfer**" and each transferee, a "**Permitted Transferee**"): (i) a Transfer pursuant to a Redemption or Direct Exchange in accordance with Article XI hereof, (ii) a Transfer by a Member to the Corporation or any of its Subsidiaries or (iii) to an Affiliate of such Member; provided that (a) all such Units held by the transferor (or its regarded taxpayer for U.S. federal tax purposes) are Transferred to such Affiliate or (b) for U.S. federal tax purposes, the Affiliate is treated as the same taxpayer as the transferor or (c) with the prior written consent of the Manager; *provided, however*, that (x) the restrictions contained in this Agreement will continue to apply to Units after any Permitted Transfer of such Units, and (y) in the case of the foregoing clause (iii), the Permitted Transferees of the Units so Transferred shall at the time of the Permitted Transfer agree in writing to be bound by the provisions of this Agreement, and prior to such Transfer the transferor will deliver a written notice to the Company and the Members, which notice will disclose in reasonable detail the identity of the proposed Permitted Transferee. If a Permitted Transfer pursuant to clause (iii) of the immediately preceding sentence would result in a Change of Control, such Member must provide the Manager with written notice of such proposed Permitted Transfer at least sixty (60) calendar days prior to the consummation of such Permitted Transfer. In the case of a Permitted Transfer of any Common Units by any Member holding Class B Common Stock or Class C Common Stock to a Permitted Transferee in accordance with this Section 10.02, such Member shall also transfer a number of shares of Class B Common Stock or Class C Common Stock, as applicable, equal to the number of Common Units that were transferred by such Member in the transaction to such Permitted Transferee. All Permitted Transfers are subject to the additional limitations set forth in Section 10.07(b).

Section 10.03 Restricted Units Legend. The Units have not been registered under the Securities Act and, therefore, in addition to the other restrictions on Transfer contained in this Agreement, cannot be sold unless subsequently registered under the Securities Act or if an exemption from such registration is then available with respect to such sale. To the extent such Units have been certificated in accordance with Section 3.06, each certificate evidencing Units and each certificate issued in exchange for or upon the Transfer of any Units shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THE THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF INTUITIVE MACHINES, LLC, AS IT MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, OR OTHERWISE MODIFIED FROM TIME TO TIME, AND INTUITIVE MACHINES, LLC RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH SECURITIES UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER. A COPY OF SUCH CONDITIONS SHALL BE FURNISHED BY INTUITIVE MACHINES, LLC TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

The Company shall imprint such legend on certificates (if any) evidencing Units. The legend set forth above shall be removed from the certificates (if any) evidencing any Units which cease to be Units in accordance with the definition thereof.

Section 10.04 Transfer. Prior to Transferring any Units, the Transferring holder of Units shall cause the prospective Permitted Transferee to be bound by this Agreement and any other agreements executed by the holders of Units and relating to such Units in the aggregate to which the Transferring Member was a party (collectively, the "Other Agreements") by executing and delivering to the Company counterparts of this Agreement and any applicable Other Agreements.

Section 10.05 Assignee's Rights.

(a) The Transfer of a Unit in accordance with this Agreement shall be effective as of the date of such Transfer (assuming compliance with all of the conditions to such Transfer set forth herein), and such Transfer shall be shown on the books and records of the Company. Net Profits, Net Losses and other items of the Company shall be allocated between the transferor and the transferee according to Code Section 706, using any permissible method as determined in the reasonable discretion of the Manager. Distributions made before the effective date of such Transfer shall be paid to the transferor, and Distributions made on or after such date shall be paid to the Assignee.

(b) Unless and until an Assignee becomes a Member pursuant to Article XII, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable Law, other than the rights granted specifically to Assignees pursuant to this Agreement; *provided, however*, that, without relieving the Transferring Member from any such limitations or obligations as more fully described in Section 10.06, such Assignee shall be bound by any limitations and obligations of a Member contained herein by which a Member would be bound on account of the Assignee's Units (including the obligation to make Capital Contributions on account of such Units).

Section 10.06 Assignor's Rights and Obligations. Any Member who shall Transfer any Unit in a manner in accordance with this Agreement shall cease to be a Member with respect to such Units and shall no longer have any rights or privileges, or, except as set forth in this Section 10.06, duties, liabilities or obligations, of a Member with respect to such Units or other interest (it being understood, however, that the applicable provisions of Section 6.07 and 7.04 shall continue to inure to such Person's benefit), except that unless and until the Assignee (if not already a Member) is admitted as a Substituted Member in accordance with the provisions of Article XII (the "Admission Date"), (i) such Transferring Member shall retain all of the duties, liabilities and obligations of a Member with respect to such Units, and (ii) the Manager may, in its sole discretion, reinstate all or any portion of the rights and privileges of such Member with respect to such Units for any period of time prior to the Admission Date. Nothing contained herein shall relieve any Member who Transfers any Units in the Company from any liability of such Member to the Company with respect to such Units that may exist as of the Admission Date or that is otherwise specified in the Delaware Act or for any liability to the Company or any other Person for any materially false statement made by such Member (in its capacity as such) or for any present or future breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in the Other Agreements with the Company.

Section 10.07 Overriding Provisions.

(a) Any Transfer or attempted Transfer of any Units in violation of this Agreement (including any prohibited indirect Transfers) shall be, to the fullest extent permitted by applicable Law, null and void *ab initio*, and the provisions of Sections 10.05 and 10.06 shall not apply to any such Transfers. For the avoidance of doubt, any Person to whom a Transfer is made or attempted in violation of this Agreement shall not become a Member and shall not have any other rights in or with respect to any rights of a Member of the Company with respect to the applicable Units. The approval of any Transfer in any one or more instances shall not limit or waive the requirement for such approval in any other or future instance. The Manager shall promptly amend the Schedule of Members to reflect any Permitted Transfer pursuant to this Article X.

(b) Notwithstanding anything contained herein to the contrary (including, for the avoidance of doubt, the provisions of Section 10.01 and Article XI and Article XII), in no event shall any Member Transfer any Units to the extent such Transfer would:

- (i) result in the violation of the Securities Act, or any other applicable federal, state or foreign Laws;
- (ii) cause the Company to be required to register under the Investment Company Act;
- (iii) in the reasonable determination of the Manager, be or result in a violation of or a default (or an event that, with notice or the lapse of time or both, would constitute a default) under, or result in an acceleration of any obligation under any Credit Agreement to which the Company or the Manager is a party; *provided* that the payee or creditor to whom the Company or the Manager owes such obligation is not an Affiliate of the Company or the Manager;
- (iv) be a Transfer to a Person who is not legally competent or who has not achieved his or her majority of age under applicable Law (excluding trusts for the benefit of minors);
- (v) be a Transfer to a Competitor;
- (vi) cause the Company to be treated as a "publicly traded partnership" or to be taxed as a corporation pursuant to Section 7704 of the Code or any successor provision thereto under the Code; or
- (vii) result in the Company having more than one hundred (100) partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined pursuant to the rules of Treasury Regulations Section 1.7704-1(h)(3)).

(c) Notwithstanding anything contained herein to the contrary, in no event shall any Member that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code Transfer any Units (including, for the avoidance of doubt, in connection with a Redemption or a Direct Exchange), unless such Member and the transferee have delivered to the Company, in respect of the relevant Transfer (or Redemption or Direct Exchange, as applicable), written evidence that all required withholding under Section 1446(f) of the Code will have been done and duly remitted to the applicable Governmental Entity or duly executed certifications (prepared in accordance with the applicable Treasury Regulations or other authorities) of an exemption from such withholding; *provided*, that the Company shall cooperate in the manner set forth in Section 11.07(a) with any reasonable requests from such Member for certifications or other information from the Company in connection with satisfying this Section 10.07(c) prior to the relevant Transfer (or Redemption or Direct Exchange, as applicable).

Section 10.08 Spousal Consent. In connection with the execution and delivery of this Agreement, any Member who is a natural person will deliver to the Company an executed consent from such Member's spouse (if any) in the form of Exhibit B-1 attached hereto or a Member's spouse confirmation of separate property in the form of Exhibit B-2 attached hereto. If, at any time subsequent to the date of this Agreement such Member becomes legally married (whether in the first instance or to a different spouse), such Member shall cause his or her spouse to execute and deliver to the Company a consent in the form of Exhibit B-1 or Exhibit B-2 attached hereto. Such Member's non-delivery to the Company of an executed consent in the form of Exhibit B-1 or Exhibit B-2 at any time shall constitute such Member's continuing representation and warranty that such Member is not legally married as of such date.

Section 10.09 Certain Transactions with respect to the Corporation.

(a) In connection with a Change of Control Transaction, the Manager shall have the right, in its sole discretion, to require each Member (other than the Corporation and its Subsidiaries) to effect a Redemption of all or a portion of such Member's Common Units together with an equal number of shares of Class B Common Stock or Class C Common Stock, as applicable, pursuant to which such Common Units and such shares of Class B Common Stock or Class C Common Stock, as applicable, will be exchanged for shares of Class A Common Stock (or economically equivalent cash or securities of a successor entity) in accordance with the Redemption provisions of Article XI, mutatis mutandis (applied for this purpose as if the Corporation had delivered an Election Notice that specified a Share Settlement with respect to such Redemption) and otherwise in accordance with this Section 10.09(a). Any such Redemption pursuant to this Section 10.09(a) shall be effective immediately prior to the consummation of such Change of Control Transaction (and, for the avoidance of doubt, shall be contingent upon the consummation of such Change of Control Transaction and shall not be effective if such Change of Control Transaction is not consummated) (the date of such Redemption pursuant to this Section 10.09(a), the "**Change of Control Date**"). In the event the Manager so requires as set forth in the preceding sentence, from and after the Change of Control Date, (i) the Common Units and any shares of Class B Common Stock and Class C Common Stock, as applicable, subject to such Redemption shall be deemed to be transferred to the Corporation on the Change of Control Date and (ii) each such Member shall cease to have any rights with respect to the Units and any shares of Class B Common Stock and Class C Common Stock, as applicable, subject to such Redemption (other than the right to receive shares of Class A Common Stock (or economically equivalent cash or Equity Securities in a successor entity) pursuant to such Redemption). In the event the Manager desires to initiate the provisions of this Section 10.09, the Manager shall provide written notice of an expected Change of Control Transaction to all Members within the earlier of (x) five (5) Business Days following the execution of a definitive agreement with respect to such Change of Control Transaction and (y) ten (10) Business Days before the proposed date upon which the contemplated Change of Control Transaction is to be effected, including in such notice such information as may reasonably describe the Change of Control Transaction, subject to applicable Law, including the date of execution of such definitive agreement or such proposed effective date, as applicable, the amount and types of consideration to be paid for shares of Class A Common Stock in the Change of Control Transaction and any election with respect to types of consideration that a holder of shares of Class A Common Stock, as applicable, shall be entitled to make in connection with a Change of Control Transaction (which election shall be available to each Member on the same terms as holders of shares of Class A Common Stock). Following delivery of such notice and on or prior to the Change of Control Date, the Members shall take all actions reasonably requested by the Corporation to effect such Redemption, including taking any action and delivering any document required pursuant to this Section 10.09(a) to effect such Redemption.

(b) In the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization, or similar transaction with respect to Class A Common Stock (a "**Corporation Offer**") is proposed by the Corporation or is proposed to the Corporation or its stockholders and approved by the Corporate Board or is otherwise effected or to be effected with the consent or approval of the Corporate Board, the Manager shall provide written notice of the Corporation Offer to all Members within the earlier of (i) five (5) Business Days following the execution of a definitive agreement (if applicable) with respect to, or the commencement of (if applicable), such Corporation Offer and (ii) ten (10) Business Days before the proposed date upon which the Corporation Offer is to be effected, including in such notice such information as may reasonably describe the Corporation Offer, subject to applicable Law, including the date of execution of such definitive agreement (if applicable) or of such commencement (if applicable), the material terms of such Corporation Offer, including the amount and types of consideration to be received by holders of shares of Class A Common Stock in the Corporation Offer, any election with respect to types of consideration that a holder of shares of Class A Common Stock, as applicable, shall be entitled to make in connection with such Corporation Offer, and the number of Common Units (and the corresponding shares of Class B Common Stock and Class C Common Stock, as applicable) held by such Member that is applicable to such Corporation Offer. The Members (other than the Corporation and its Subsidiaries) shall be permitted to participate in such Corporation Offer by delivering a written notice of participation that is effective immediately prior to the consummation of such Corporation Offer (and that is contingent upon consummation of such offer), and shall include such information necessary for consummation of such offer as requested by the Corporation. In the case of any Corporation Offer that was initially proposed by the Corporation, the Corporation shall use reasonable best efforts to enable and permit the Members (other than the Corporation and its Subsidiaries) to participate in such transaction to the same extent or on an economically equivalent basis as the holders of shares of Class A Common Stock, and to enable such Members to participate in such transaction without being required to exchange Common Units or shares of Class B Common Stock or Class C Common Stock, as applicable, prior to the consummation of such transaction. For the avoidance of doubt, in no event shall the Members be entitled to receive in such Corporation Offer aggregate consideration for each Common Unit that is greater than the consideration payable in respect of each share of Class A Common Stock in connection with a Corporation Offer (it being understood that payments under or in respect of the Tax Receivable Agreement shall not be considered part of any such consideration).

(c) In the event that a transaction or proposed transaction constitutes both a Change of Control Transaction and a Corporation Offer, the provisions of [Section 10.09\(a\)](#) shall take precedence over the provisions of [Section 10.09\(b\)](#) with respect to such transaction, and the provisions of [Section 10.09\(b\)](#) shall be subordinate to provisions of [Section 10.09\(a\)](#), and may only be triggered if the Manager elects to waive the provisions of [Section 10.09\(a\)](#).

ARTICLE XI.
REDEMPTION AND DIRECT EXCHANGE RIGHTS

Section 11.01 Redemption Right of a Member.

(a) Each Member (other than the Corporation and its Subsidiaries) and each LLC Optionee (in connection with its exercise of an LLC Option), from and after the date hereof, shall be entitled to cause the Company to redeem (a "**Redemption**") its Common Units (excluding, for the avoidance of doubt, any Common Units that are subject to vesting conditions) in whole or in part (the "**Redemption Right**"); *provided, however*, that the Redemption is for at least the Minimum Redemption Number; *provided, further*, that in the case of a Restricted Fiscal Year such Member may only exercise its Redemption Right on the Quarterly Redemption Date. A Member or LLC Optionee desiring to exercise its Redemption Right (each, a "**Redeeming Member**") shall exercise such right by giving written notice (the "**Redemption Notice**") to the Company with a copy to the Corporation. The Redemption Notice shall specify the number of Common Units (the "**Redeemed Units**") that the Redeeming Member intends to have the Company redeem and a date, (i) not less than five (5) Business Days nor more than ten (10) Business Days after delivery of such Redemption Notice for a Redemption that occurs in a taxable year that is not a Restricted Fiscal Year or (ii) for a Quarterly Redemption Date for any Redemption that occurs in a Restricted Fiscal Year not less than sixty (60) days after delivery of the applicable Redemption Notice (unless and to the extent that the Manager in its sole discretion agrees in writing to waive such time periods), on which exercise of the Redemption Right shall be completed (the "**Redemption Date**"); *provided, however*, that, the Company, the Corporation and the Redeeming Member may change the number of Redeemed Units and/or the Redemption Date specified in such Redemption Notice to another number and/or date by mutual agreement signed in writing by each of them; *provided, further*, that in the event the Corporation elects a Share Settlement, the Redemption may be conditioned (including as to timing) by the Redeeming Member on the closing of an underwritten distribution of the shares of Class A Common Stock that may be issued in connection with such proposed Redemption. Subject to [Section 11.03](#) and unless the Redeeming Member timely has delivered a Retraction Notice as provided in [Section 11.01\(c\)](#) or has revoked or delayed a Redemption as provided in [Section 11.01\(d\)](#), on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date):

(i) solely in the case of an LLC Optionee, the Redeeming Member shall have completed its exercised of an LLC Option for a corresponding number of Common Units subject to the Redemption Notice;

(ii) the Redeeming Member shall Transfer and surrender, free and clear of all liens and encumbrances (x) the Redeemed Units to the Company (including any certificates representing the Redeemed Units if they are certificated) (which in the case of an LLC Optionee will be deemed to be delivered by the Company in lieu of delivery of the Common Units underlying the LLC Option to the LLC Optionee), and (y) in the case of a Member, a number of shares of Class B Common Stock or Class C Common Stock, as applicable (together with any Corresponding Rights), equal to the number of Redeemed Units to the Corporation, to the extent applicable;

(iii) the Company shall (x) cancel the Redeemed Units and (y) transfer to the Redeeming Member the consideration to which the Redeeming Member is entitled under [Section 11.01\(h\)](#), and (z) if the Common Units are certificated in accordance with [Section 3.06](#), issue to the Redeeming Member a certificate for a number of Common Units equal to the difference (if any) between the number of Common Units evidenced by the certificate surrendered by the Redeeming Member pursuant to clause (ii) of this Section 11.01(a) and the Redeemed Units; and

(iv) the Corporation shall cancel and retire for no consideration the shares of Class B Common Stock or Class C Common Stock, as applicable (together with any Corresponding Rights), that were Transferred to the Corporation pursuant to [Section 11.01\(a\)\(ii\)\(y\)](#) above.

(b) The Corporation shall have the option (as determined solely by the Disinterested Majority) as provided in [Section 11.02](#) to elect to have the Redeemed Units be redeemed in consideration for either a Share Settlement or a Cash Settlement; *provided*, for the avoidance of doubt, that the Corporation may elect to have the Redeemed Units be redeemed in consideration for a Cash Settlement only to the extent that the Corporation has cash available in an amount equal to at least the Redeemed Units Equivalent, which cash was received from a Qualified Offering. The Corporation shall give written notice (the “**Election Notice**”) to the Company (with a copy to the Redeeming Member) of such election within three (3) Business Days of receiving the Redemption Notice; *provided*, that if the Corporation does not timely deliver an Election Notice, the Corporation shall be deemed to have elected the Share Settlement method (subject to the limitations set forth above).

(c) In the event the Corporation elects the Cash Settlement in connection with a Redemption, the Redeeming Member may retract its Redemption Notice by giving written notice (the “**Retraction Notice**”) to the Company (with a copy to the Corporation) within three (3) Business Days of delivery of the Election Notice. The timely delivery of a Retraction Notice shall terminate all of the Redeeming Member’s, the Company’s and the Corporation’s rights and obligations under this [Section 11.01](#) arising from the related Redemption Notice.

(d) In the event the Corporation elects a Share Settlement in connection with a Redemption, a Redeeming Member shall be entitled to revoke its Redemption Notice or delay the consummation of a Redemption if any of the following conditions exists:

(i) any registration statement pursuant to which the resale of the Class A Common Stock to be registered for such Redeeming Member at or immediately following the consummation of the Redemption shall have ceased to be effective pursuant to any action or inaction by the SEC or no such resale registration statement has yet become effective;

(ii) the Corporation shall have failed to cause any related prospectus to be supplemented by any required prospectus supplement necessary to effect such Redemption;

(iii) the Corporation shall have exercised its right to defer, delay or suspend the filing or effectiveness of a registration statement and such deferral, delay or suspension shall affect the ability of such Redeeming Member to have its Class A Common Stock registered at or immediately following the consummation of the Redemption;

(iv) the Redeeming Member is in possession of any material non-public information concerning the Corporation, the receipt of which results in such Redeeming Member being prohibited or restricted from selling Class A Common Stock at or immediately following the Redemption without disclosure of such information (and the Corporation does not permit disclosure of such information);

(v) any stop order relating to the registration statement pursuant to which the Class A Common Stock was to be registered by such Redeeming Member at or immediately following the Redemption shall have been issued by the SEC;

(vi) there shall have occurred a material disruption in the securities markets generally or in the market or markets in which the Class A Common Stock is then traded;

(vii) there shall be in effect an injunction, a restraining order or a decree of any nature of any Governmental Entity that restrains or prohibits the Redemption;

(viii) the Corporation shall have failed to comply in all material respects with its obligations under the Registration Rights Agreement, and such failure shall have affected the ability of such Redeeming Member to consummate the resale of Class A Common Stock to be received upon such Redemption pursuant to an effective registration statement; or

(ix) the Redemption Date would occur three (3) Business Days or less prior to, or during, a Black-Out Period.

If a Redeeming Member delays the consummation of a Redemption pursuant to this Section 11.01(d), the Redemption Date shall occur on the fifth (5th) Business Day following the date on which the condition(s) giving rise to such delay cease to exist (or such earlier day as the Corporation, the Company and such Redeeming Member may agree in writing).

(e) The number of shares of Class A Common Stock (or Redeemed Units Equivalent, if applicable) (together with any Corresponding Rights) applicable to any Share Settlement or Cash Settlement shall not be adjusted on account of any Distributions previously made with respect to the Redeemed Units or dividends previously paid with respect to Class A Common Stock; *provided, however*, that if a Redeeming Member causes the Company to redeem Redeemed Units and the Redemption Date occurs subsequent to the record date for any Distribution with respect to the Redeemed Units but prior to payment of such Distribution, the Redeeming Member (other than an LLC Optionee) shall be entitled to receive such Distribution with respect to the Redeemed Units on the date that it is made notwithstanding that the Redeeming Member Transferred and surrendered the Redeemed Units to the Company prior to such date; *provided, further, however*, that a Redeeming Member shall be entitled to receive any and all Tax Distributions that such Redeeming Member otherwise would have received in respect of income allocated to such Member for the portion of any Fiscal Year irrespective of whether such Tax Distribution(s) are declared or made after the Redemption Date.

(f) In the case of a Share Settlement, in the event a reclassification or other similar transaction occurs following delivery of a Redemption Notice, but prior to the Redemption Date, as a result of which shares of Class A Common Stock are converted into another security, then a Redeeming Member shall be entitled to receive the amount of such other security (and, if applicable, any Corresponding Rights) that the Redeeming Member would have received if such Redemption Right had been exercised and the Redemption Date had occurred immediately prior to the record date of such reclassification or other similar transaction.

(g) Notwithstanding anything to the contrary contained herein, neither the Company nor the Corporation shall be obligated to effectuate a Redemption if such Redemption could (as determined in the sole discretion of the Manager) cause the Company to be treated as a “publicly traded partnership” or to be taxed as a corporation pursuant to Section 7704 of the Code or successor provisions of the Code.

(h) Notwithstanding anything to the contrary contained herein, neither the Company nor the Corporation shall be obligated to effectuate a Redemption during a Restricted Fiscal Year if the Company reasonably expects that following such Redemption, more than 10% of the outstanding Common Units (determined without reference to the Corporation’s Common Units) will be considered transferred during such Restricted Fiscal Year for purposes of Treasury Regulation Section 1.7704-1(f)(3).

(i) In the event that (i) the Members (other than the Corporation) beneficially own, in the aggregate, less than 5% of the then outstanding Units and (ii) the Class A Common Stock is then listed on the Stock Exchange or is listed or admitted to trading on another principal national securities exchange, the Corporation shall have the right, in its sole discretion, to require all Members (other than the Corporation) to effect a Redemption of all, but not less than all, of the Units held by such Members (together with the surrender and delivery of the same number of shares of Class B Common Stock or Class C Common Stock, as applicable); provided, however, that a Cash Settlement shall not be permitted pursuant to such a Redemption under this Section 11.01(i). The Corporation shall deliver written notice to the Company and all of the other Members of its intention to exercise its Redemption Right pursuant to this Section 11.01(i) (a “**Minority Member Redemption Notice**”) at least five (5) Business Days prior to the proposed date upon which such Redemption is to be effected (such proposed date, the “**Minority Member Redemption Date**”), indicating in such notice the number of Common Units (and corresponding number of shares of Class B Common Stock or Class C Common Stock, as applicable) held by such Member that the Corporation intends to require to be subject to such Redemption. Any Redemption pursuant to this Section 11.01(i) shall be effective on the Minority Member Redemption Date. Following delivery of a Minority Member Redemption Notice and on or prior to the Minority Member Redemption Date, the Members shall take all actions reasonably requested by the Corporation to effect such Redemption, including taking any action and delivering any document required pursuant to this Section 11.01(i) to effect a Redemption. Notwithstanding the foregoing, the Corporation will only have the right to deliver a Minority Member Redemption Notice if (x) there is an active shelf registration statement in effect with respect to all of such Member’s Common Units subject to Redemption pursuant to a given Minority Member Redemption Notice, and (y) the Class A Common Stock issuable to such Member shall not be subject to any lockup or other restrictions on transfer.

Section 11.02 Election and Contribution of the Corporation. Unless the Redeeming Member has timely delivered a Retraction Notice as provided in Section 11.01(c), or has revoked or delayed a Redemption as provided in Sections 11.01(d), subject to Section 11.03, on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (i) the Corporation shall make a Capital Contribution to the Company (in the form of the Share Settlement or the Cash Settlement, as determined by the Corporation in accordance with Section 11.01(b)), and (ii) the Company shall issue to the Corporation a number of Common Units equal to the number of Redeemed Units surrendered by the Redeeming Member. Notwithstanding any other provisions of this Agreement to the contrary, but subject to Section 11.03, in the event that the Corporation elects a Cash Settlement, the Corporation shall only be obligated to contribute to the Company an amount in respect of such Cash Settlement equal to the Redeemed Units Equivalent with respect to such Cash Settlement, which in no event shall exceed the amount actually paid by the Company to the Redeeming Member as the Cash Settlement. The timely delivery of a Retraction Notice shall terminate all of the Company's and the Corporation's rights and obligations under this Section 11.02 arising from the Redemption Notice.

Section 11.03 Direct Exchange Right of the Corporation.

(a) Notwithstanding anything to the contrary in this Article XI (save for the limitations set forth in Section 11.01(b) regarding the Corporation's option to select the Share Settlement or the Cash Settlement, and without limitation to the rights of the Members under Section 11.01, including the right to revoke a Redemption Notice), the Corporation may, in its sole and absolute discretion (as determined solely by the Disinterested Majority) (subject to the limitations set forth on such discretion in Section 11.01(b)), elect to effect on the Redemption Date the exchange of Redeemed Units for the Share Settlement or the Cash Settlement, as the case may be, through a direct exchange of such Redeemed Units and the Share Settlement or the Cash Settlement, as applicable, between the Redeeming Member and the Corporation (a "**Direct Exchange**") (rather than contributing the Share Settlement or the Cash Settlement, as the case may be, to the Company in accordance with Section 11.02 for purposes of the Company redeeming the Redeemed Units from the Redeeming Member in consideration of the Share Settlement or the Cash Settlement, as applicable). Upon such Direct Exchange pursuant to this Section 11.03, the Corporation shall acquire the Redeemed Units and shall be treated for all purposes of this Agreement as the owner of such Units.

(b) The Corporation may, at any time prior to a Redemption Date (including after delivery of an Election Notice pursuant to Section 11.01(b)), deliver written notice (an "**Exchange Election Notice**") to the Company and the Redeeming Member setting forth its election to exercise its right to consummate a Direct Exchange; *provided*, that such election is subject to the limitations set forth in Section 11.01(b) and does not unreasonably prejudice the ability of the parties to consummate a Redemption or Direct Exchange on the Redemption Date. An Exchange Election Notice may be revoked by the Corporation at any time; *provided*, that any such revocation does not unreasonably prejudice the ability of the parties to consummate a Redemption or Direct Exchange on the Redemption Date. The right to consummate a Direct Exchange in all events shall be exercisable for all of the Redeemed Units that would have otherwise been subject to a Redemption.

(c) Except as otherwise provided by this Section 11.03, a Direct Exchange shall be consummated pursuant to the same timeframe as the relevant Redemption would have been consummated if the Corporation had not delivered an Exchange Election Notice and as follows:

(i) solely in the case of an LLC Optionee, the Redeeming Member shall have completed its exercised of an LLC Option for a corresponding number of Common Units subject to the Redemption Notice;

(ii) the Redeeming Member shall transfer and surrender, free and clear of all liens and encumbrances (x) the Redeemed Units (which in the case of an LLC Optionee will be deemed to be delivered by the Company in lieu of delivery of the Common Units underlying the LLC Option to the LLC Optionee), and (y) with respect to a Member, a number of shares of Class B Common Stock or Class C Common Stock, as applicable (together with any Corresponding Rights), equal to the number of Redeemed Units, to the extent applicable, in each case, to the Corporation;

(iii) the Corporation shall (x) pay to the Redeeming Member the Share Settlement or the Cash Settlement, as applicable, and (y) cancel and retire for no consideration the shares of Class B Common Stock or Class C Common Stock, as applicable (together with any Corresponding Rights), that were Transferred to the Corporation pursuant to Section 11.03(c)(i)(y) above; and

(iv) the Company shall (x) register the Corporation as the owner of the Redeemed Units and (y) if the Common Units are certificated, issue to the Redeeming Member a certificate for a number of Units equal to the difference (if any) between the number of Common Units evidenced by the certificate surrendered by the Redeeming Member pursuant to Section 11.03(c)(i)(x) and the Redeemed Units, and issue to the Corporation a certificate for the number of Redeemed Units.

Section 11.04 Reservation of shares of Class A Common Stock; Listing; Certificate of the Corporation. At all times the Corporation shall reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon a Share Settlement in connection with a Redemption or Direct Exchange, such number of shares of Class A Common Stock as shall be issuable upon any such Share Settlement pursuant to a Redemption or Direct Exchange; *provided* that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of any such Share Settlement pursuant to a Redemption or Direct Exchange by delivery of purchased Class A Common Stock (which may or may not be held in the treasury of the Corporation) or by way of Cash Settlement. The Corporation shall deliver Class A Common Stock that has been registered under the Securities Act with respect to any Share Settlement pursuant to a Redemption or Direct Exchange to the extent a registration statement is effective and available with respect to such shares. The Corporation shall use its commercially reasonable efforts to list the Class A Common Stock required to be delivered upon any such Share Settlement pursuant to a Redemption or Direct Exchange prior to such delivery upon each national securities exchange upon which the outstanding shares of Class A Common Stock are listed at the time of such Share Settlement pursuant to a Redemption or Direct Exchange (it being understood that any such shares may be subject to transfer restrictions under applicable securities Laws). The Corporation covenants that all shares of Class A Common Stock issued in connection with a Share Settlement pursuant to a Redemption or Direct Exchange will, upon issuance, be validly issued, fully paid and non-assessable. The provisions of this Article XI shall be interpreted and applied in a manner consistent with any corresponding provisions of the Corporation's certificate of incorporation (if any).

Section 11.05 Effect of Exercise of Redemption or Direct Exchange. This Agreement shall continue notwithstanding the consummation of a Redemption or Direct Exchange by a Member or an LLC Optionee (to the extent of such LLC Optionee's rights to exercise LLC Options and the related Redemption Right) and all rights set forth herein shall continue in effect with respect to the remaining Members and, to the extent the Redeeming Member has any remaining Units following such Redemption or Direct Exchange, the Redeeming Member. No Redemption or Direct Exchange shall relieve a Redeeming Member of any prior breach of this Agreement by such Redeeming Member.

Section 11.06 Termination of Rights of LLC Optionees. With respect to each LLC Optionee, all rights of such Person to exercise a Redemption Right hereunder pursuant to Article XI or to become a Member hereunder pursuant to Article XII, and all other rights afforded such Person hereunder in his or her capacity as an LLC Optionee, shall automatically terminate upon the expiration, forfeiture, other cancellation or termination of all LLC Options awarded by the Company to such Person, in each case in accordance with such LLC Option's terms, and upon such expiration, forfeiture, other cancellation or termination of all LLC Options of such Person, such Person shall cease to be an LLC Optionee hereunder.

Section 11.07 Tax Treatment.

(a) In connection with any Redemption or Direct Exchange, the Redeeming Member shall, to the extent it is legally entitled to deliver such form, deliver to the Manager or the Company, as applicable, a certificate, dated as of the Redemption Date, in a form reasonably acceptable to the Manager or the Company, as applicable, certifying as to such Redeeming Member's taxpayer identification number and that such Redeeming Member is a not a foreign person for purposes of Section 1445 and Section 1446(f) of the Code (which certificate may be an IRS Form W-9 if then sufficient for such purposes under applicable Law) (such certificate a "**Non-Foreign Person Certificate**"). If a Redeeming Member is unable to provide a Non-Foreign Person Certificate in connection with a Redemption or a Direct Exchange, then (i) such Redeeming Member and the Company shall cooperate to provide any other certification or determination described in Treasury Regulations Sections 1.1446(f)-2(b) and 1.1446(f)-2(c) or otherwise permitted under applicable Law at the time of such Redemption or Direct Exchange, and the Manager or the Company, as applicable, shall be permitted to withhold on the amount realized by such Redeeming Member in respect of such Redemption or Direct Exchange to the extent required under Section 1446(f) of the Code and Treasury Regulations thereunder after taking into account the certificate or other determination provided pursuant this sentence and (ii) upon request of the Redeeming Member and to the extent permitted under applicable Law, the Company shall deliver a certificate pursuant to Treasury Regulations Section 1.1445-11T(d)(2) certifying that fifty percent (50%) or more of the value of the gross assets of the Company does not consist of "U.S. real property interests" (as used in Treasury Regulations Section 1.1445- 11T), or that ninety percent (90%) or more of the value of the gross assets of the Company does not consist of "U.S. real property interests" plus "cash or cash equivalents" (as used in Treasury Regulations Section 1.1445-11T); *provided*, that if the Company is not legally entitled to provide the certificate described in clause (ii), the Corporation shall be permitted to withhold on the amount realized by such Redeeming Member in respect of such Redemption or Direct Exchange to the extent required under Section 1445 of the Code and Treasury Regulations.

(b) Unless otherwise required by applicable Law, the parties hereto acknowledge and agree that a Redemption or a Direct Exchange, as the case may be, shall be treated as a direct exchange of a Share Settlement or a Cash Settlement, as applicable, on the one hand, and the Redeemed Units, on the other hand, between the Corporation and the Redeeming Member for U.S. federal and applicable state and local income tax purposes.

ARTICLE XII
ADMISSION OF MEMBERS

Section 12.01 Substituted Members. Subject to the provisions of Article X hereof, in connection with the Permitted Transfer of a Unit hereunder, the Permitted Transferee shall become a Substituted Member on the effective date of such Transfer, which effective date shall not be earlier than the date of compliance with the conditions to such Transfer, and such admission shall be shown on the books and records of the Company, including the Schedule of Members.

Section 12.02 Additional Members. Subject to the provisions of Article X hereof, any Person that is not a Member as of the Effective Time may be admitted to the Company as an additional Member (any such Person, an "**Additional Member**") only upon furnishing to the Manager (a) duly executed Joinder and counterparts to any applicable Other Agreements and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect such Person's admission as a Member (including entering into such documents as may reasonably be requested by the Manager). Such admission shall become effective on the date on which the Manager determines in its sole discretion that such conditions have been satisfied and when any such admission is shown on the books and records of the Company, including the Schedule of Members.

ARTICLE XIII.
WITHDRAWAL AND RESIGNATION; TERMINATION OF RIGHTS

Section 13.01 Withdrawal and Resignation of Members. Except in the event of Transfers pursuant to Section 10.06, Redemptions and Direct Exchanges pursuant to Article XI and the Manager's right to resign pursuant to Section 6.03, no Member shall have the power or right to withdraw or otherwise resign as a Member from the Company prior to the dissolution and winding up of the Company pursuant to Article XIV. Any Member, however, that attempts to withdraw or otherwise resign as a Member from the Company without the prior written consent of the Manager upon or following the dissolution and winding up of the Company pursuant to Article XIV, but prior to such Member receiving the full amount of Distributions from the Company to which such Member is entitled pursuant to Article XIV, shall be liable to the Company for all damages (including all lost profits and special, indirect and consequential damages) directly or indirectly caused by the withdrawal or resignation of such Member. Upon a Transfer of all of a Member's Units in a Transfer permitted by this Agreement, subject to the provisions of Section 10.06, such Member shall cease to be a Member.

ARTICLE XIV.
DISSOLUTION AND LIQUIDATION

Section 14.01 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members or the attempted withdrawal, removal, dissolution, bankruptcy or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, upon (a "Liquidating Event");

(a) the decision of the Manager together with the written approval of the Members holding a majority of the Units then outstanding to dissolve the Company (excluding for purposes of such calculation the Corporation and all Units held directly or indirectly by it);

(b) a dissolution of the Company under Section 18-801(4) of the Delaware Act, unless the Company is continued without dissolution pursuant thereto; or

(c) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Delaware Act.

Except as otherwise set forth in this Article XIV, the Company is intended to have perpetual existence. An Event of Withdrawal shall not in and of itself cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

Section 14.02 Winding up. Subject to Section 14.05, on dissolution of the Company, the Manager (or in the event that there is no Manager or the Manager is in bankruptcy, any Person selected by the majority of Members) shall act as liquidating trustee or may appoint one or more Persons as liquidating trustee (each such Person, a "Liquidator"). The Liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as an expense of the Company. Until final distribution, the Liquidator shall, to the fullest extent permitted by applicable Law, continue to operate the properties of the Company with all of the power and authority of the Manager, *provided*, that the Company shall engage in no further business except as may be necessary to preserve the value of the Company's assets during the period of dissolution and liquidation. The steps to be accomplished by the Liquidator are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the Liquidator shall pay, satisfy or discharge from the Company's funds, or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash fund for contingent, conditional and unmatured liabilities in such amount and for such term as the Liquidator may reasonably determine) the following: first, all expenses incurred in connection with the liquidation; second, all of the debts, liabilities and obligations of the Company owed to creditors other than the Members; and third, all of the debts, liabilities and obligations of the Company owed to the Members (other than any payments or distributions owed to such Members in their capacity as Members pursuant to this Agreement); and following any payments pursuant to the foregoing Section 14.02(b),

(c) all remaining assets of the Company shall be distributed

(i) to the Series A Preferred Units an amount equal to the greater of (A) the Accrued Value per Series A Preferred Unit and (B) the amount that such Member would have been entitled to receive if all of such Member's Series A Preferred Units were converted into Common Units (at the Conversion Price then in effect) immediately prior to such liquidation, winding up or dissolution of the Company (regardless of whether the Series A Preferred Unit is then convertible pursuant to the terms hereof) ("*Series A Liquidation Value*"), and

(ii) the balance to the Members, pro rata in proportion to their respective Common Units.

The distribution of cash and/or property to the Members in accordance with the provisions of this Section 14.02 and Section 14.03 below shall constitute a complete return to the Members of their Capital Contributions, a complete distribution to the Members of their interest in the Company and all of the Company's property and shall constitute a compromise to which all Members have consented within the meaning of the Delaware Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

Section 14.03 Deferment: Distribution in Kind. Notwithstanding the provisions of Section 14.02, but subject to the order of priorities set forth therein, if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss (or would otherwise not be beneficial) to the Members, the Liquidator may, in its sole discretion and the fullest extent permitted by applicable Law, defer for a reasonable time the liquidation of any assets except those necessary to satisfy the Company's liabilities (other than loans to the Company by any Member(s)) and reserves. Subject to the order of priorities set forth in Section 14.02, the Liquidator may, in its sole discretion, distribute to the Members, in lieu of cash, either (a) all or any portion of such remaining assets in-kind of the Company in accordance with the provisions of Section 14.02(c), (b) as tenants in common and in accordance with the provisions of Section 14.02(c), undivided interests in all or any portion of such assets of the Company or (c) a combination of the foregoing. Any such Distributions in-kind shall be subject to (y) such conditions relating to the disposition and management of such assets as the Liquidator deems reasonable and equitable and (z) the terms and conditions of any agreements governing such assets (or the operation thereof or the holders thereof) at such time. Any assets of the Company distributed in kind will first be written up or down to their Fair Market Value, thus creating Net Profit or Net Loss (if any), which shall be allocated in accordance with Article V. The Liquidator shall determine the Fair Market Value of any property (other than cash) distributed.

Section 14.04 Cancellation of Certificate. On completion of the winding up of the Company as provided herein, the Manager (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation of the Certificate with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that should be canceled and take such other actions as may be necessary to terminate the existence of the Company. The Company shall continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 14.04.

Section 14.05 Reasonable Time for Winding Up. A reasonable time, but in no event more than one (1) year, shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Sections 14.02 and 14.03 in order to minimize any losses otherwise attendant upon such winding up.

Section 14.06 Return of Capital. The Liquidator shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from assets of the Company).

ARTICLE XV.
GENERAL PROVISIONS

Section 15.01 Power of Attorney.

(a) Each Member hereby constitutes and appoints the Manager (or the Liquidator, if applicable) with full power of substitution, as his or her true and lawful agent and attorney-in- fact, with full power and authority in his, her or its name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) this Agreement, all certificates and other instruments and all amendments thereof that the Manager deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property; (B) all instruments that the Manager deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (C) all conveyances and other instruments or documents that the Manager deems appropriate or necessary to reflect the dissolution, winding up and termination of the Company pursuant to the terms of this Agreement, including a certificate of cancellation; and (D) all instruments relating to the admission, substitution or resignation of any Member pursuant to Article XII or Article XIII; and

(ii) sign, execute, swear to and acknowledge all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the reasonable judgment of the Manager, to evidence, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Members hereunder or is consistent with the terms of this Agreement, in the reasonable judgment of the Manager, to effectuate the terms of this Agreement.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Member and the transfer of all or any portion of his, her or its Units and shall extend to such Member's heirs, successors, assigns and personal representatives.

Section 15.02 Confidentiality.

(a) Each of the Members (other than the Corporation) agrees to hold the Company's Confidential Information in confidence and may not disclose or use such information except as otherwise authorized separately in writing by the Manager. "**Confidential Information**" as used herein includes all information concerning the Corporation, the Company or their respective Subsidiaries, in whatever form, whether written, electronic or oral, including, but not limited to, ideas, financial product structuring, business strategies, innovations and materials, all aspects of the Corporation's and/or the Company's business plan, proposed operation and products, corporate structure, financial and organizational information, analyses, proposed partners, software code and system and product designs, employees and their identities, equity ownership, the methods and means by which either the Corporation or the Company plans to conduct its business, all trade secrets, trademarks, tradenames and all intellectual property associated with the Corporation's and/or Company's business. With respect to each Member, Confidential Information does not include information or material that: (a) is, or becomes, generally available to the public other than as a direct or indirect result of a disclosure by such Member or its Affiliates or representatives; (b) is, or becomes, available to such Member from a source other than the Corporation, the Company or their respective representatives, *provided* that such source is not, and was not, known to such Member to be bound by a confidentiality agreement with, or any other contractual, fiduciary or other legal obligation of confidentiality to, the Corporation, the Company or any of their respective Affiliates or representatives; (c) is approved for release by written authorization of the Chief Executive Officer, Chief Financial Officer or General Counsel of the Company or of the Corporation, or any other officer designated by the Manager; or (d) is or becomes independently developed by such Member or its respective representatives without use of or reference to the Confidential Information.

(b) Solely to the extent it is reasonably necessary or appropriate to fulfill its obligations or to exercise its rights under this Agreement, each of the Members may disclose Confidential Information to its Subsidiaries, Affiliates, partners, directors, officers, employees, counsel, advisers, consultants, outside contractors and other agents, on the condition that such Persons keep the Confidential Information confidential to the same extent as such Member is required to keep the Confidential Information confidential; *provided*, that such Member shall remain liable with respect to any breach of this Section 15.02 by any such Subsidiaries, Affiliates, partners, directors, officers, employees, counsel, advisers, consultants, outside contractors and other agents (as if such Persons were party to this Agreement for purposes of this Section 15.02).

(c) Notwithstanding Section 15.02(a) or Section 15.02(b), each of the Members may disclose Confidential Information (i) to the extent that such Member is required by Law (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, (ii) for purposes of reporting to its stockholders and direct and indirect equity holders (each of whom are bound by customary confidentiality obligations) the performance of the Company and its Subsidiaries and for purposes of including applicable information in its financial statements to the extent required by applicable Law or applicable accounting standards; or (iii) to any *bona fide* prospective purchaser of the equity or assets of a Member, or the Units held by such Member (provided, in each case, that such Member determines in good faith that such prospective purchaser would be a Permitted Transferee), or a prospective merger partner of such Member (*provided*, that (i) such Persons will be informed by such Member of the confidential nature of such information and shall agree in writing to keep such information confidential in accordance with the contents of this Agreement and (ii) each Member will be liable for any breaches of this Section 15.02 by any such Persons (as if such Persons were party to this Agreement for purposes of this Section 15.02)). Notwithstanding any of the foregoing, nothing in this Section 15.02 will restrict in any manner the ability of the Corporation to comply with its disclosure obligations under Law, and the extent to which any Confidential Information is necessary or desirable to disclose.

Section 15.03 Amendments. Except as otherwise contemplated by this Agreement, this Agreement may be amended or modified (including by means of merger, consolidation or other business combination to which the Company is a party) upon the prior written consent of the Manager, together with the prior written consent of the holders of a majority of the Units then outstanding (excluding all Units held directly or indirectly by the Corporation); *provided*, that no alteration, modification or amendment shall be effective until written notice has been provided to the Members. Notwithstanding the foregoing, no amendment or modification:

(a) to this Section 15.03 may be made without the prior written consent of the Manager and each of the Members;

(b) to any of the terms and conditions of this Agreement, which terms and conditions expressly require the approval or action of certain Persons, may be made without obtaining the consent of the requisite number or specified percentage of such Persons who are entitled to approve or take action on such matter; and

(c) to any of the terms and conditions of this Agreement which would (A) reduce the amounts distributable to a Member pursuant to Articles IV and XIV in a manner that is not *pro rata* with respect to all Members, (B) modify the limited liability of any Member or increase the liabilities of such Member hereunder, (C) otherwise materially and adversely affect a holder of Units in a manner materially disproportionate to any other holder of Units or remove a right or privilege granted to a Member (other than amendments, modifications and waivers necessary to implement the provisions of Article XII) or (D) alter or change any rights, preferences or privileges of any Units in a manner that is different or prejudicial relative to any other Units in the same class of Unit or materially and adversely affect the rights of any Member under Article XI, shall be effective against such affected Member or holder of Units, as the case may be, without the prior written consent of such Member or holder of Units, as the case may be.

Notwithstanding any of the foregoing, the Manager may make any amendment to this Agreement (including Schedule 2) (i) of an administrative nature that is necessary in order to implement the substantive provisions hereof, without the consent of any other Member; *provided*, that any such amendment does not otherwise contradict Section 15.03(c), or (ii) to reflect any changes to the Units, including the admission of new Members, Transfers of Units, or the issuance of any other capital stock of the Corporation, in each case, in accordance with the terms of this Agreement.

Section 15.04 Title to Company Assets. Company assets shall be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such assets of the Company or any portion thereof. The Company shall hold title to all of its property in the name of the Company and not in the name of any Member. All assets of the Company shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such assets is held. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

Section 15.05 Addresses and Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (i) in person, (ii) by facsimile or other electronic means (including email), with affirmative confirmation of receipt, (iii) one (1) Business Day after being sent, if sent by reputable, nationally recognized overnight courier service or (iv) three (3) Business Days after being mailed, if sent by registered or certified mail, pre-paid and return receipt requested, in each case to the applicable party at the following addresses (or at such other address for a party as shall be specified by like notice): To the Company:

Intuitive Machines, LLC
3700 Bay Area Blvd.
Houston, TX 77058
Attention: Steve Altemus
Email: steve@intuitivemachines.com

with a copy (which copy shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW, Suite 1000
Washington, D.C. 20004-1304
Attn: Rachel W. Sheridan; Nick S. Dhesis
Email: rachel.sheridan@lw.com;
ramnik.dhesis@lw.com

To the Corporation:

Intuitive Machines, Inc.
3700 Bay Area Blvd.
Houston, TX 77058
Attention: Steve Altemus
Email: steve@intuitivemachines.com

with a copy (which copy shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW, Suite 1000
Washington, D.C. 20004-1304
Attn: Rachel W. Sheridan; Nick S. Dhesis
Email: rachel.sheridan@lw.com;
ramnik.dhesis@lw.com

To the Members, as set forth on Schedule 2.

Section 15.06 Binding Effect; Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 15.07 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Net Profits and Net Losses, Distributions, capital or property of the Company other than as a secured creditor.

Section 15.08 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition. No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

Section 15.09 Counterparts. This Agreement and any amendments hereto may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 15.10 Applicable Law; Jurisdiction. This Agreement and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any suit, dispute, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be heard in the state or federal courts of the State of Delaware, and the parties hereby (i) consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action or proceeding and (ii) submit to the exclusive jurisdiction of each such court in any such proceeding or action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agree that all claims in respect of the proceeding or action shall be heard and determined only in any such court, and (iv) agree not to bring any proceeding or action arising out of or relating to this Agreement or the matters contemplated hereby in any other court. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT (INCLUDING BY PREPAID CERTIFIED MAIL WITH A VALIDATED PROOF OF MAILING RECEIPT) AND SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT SERVICE OF PROCESS UPON SUCH PARTY AT THE ADDRESS REFERRED TO IN Section 15.05 (INCLUDING BY PREPAID CERTIFIED MAIL WITH A VALIDATED PROOF OF MAILING RECEIPT), TOGETHER WITH WRITTEN NOTICE OF SUCH SERVICE TO SUCH PARTY, SHALL BE DEEMED EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY.

Section 15.11 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15.12 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 15.13 Execution and Delivery by Electronic Signature and Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby or entered into by the Company in accordance herewith, and any amendments hereto or thereto, to the extent signed and delivered by means of an electronic signature and/or electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of electronic signature or electronic transmission to execute and/or deliver a document or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

Section 15.14 Right of Offset. Whenever the Company or the Corporation is to pay any sum (other than pursuant to Article IV) to any Member, any amounts that such Member owes to the Company or the Corporation that are not the subject of a good faith dispute may be deducted from that sum before payment. For the avoidance of doubt, the distribution of Units to the Corporation shall not be subject to this Section 15.14.

Section 15.15 Entire Agreement. This Agreement, those documents expressly referred to herein (including the Registration Rights Agreement and the Tax Receivable Agreement), any indemnity agreements entered into in connection with the A&R LLC Agreement with any member of the board of directors at that time and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. For the avoidance of doubt, the A&R LLC Agreement is superseded in its entirety by this Agreement as of the Effective Time and shall be of no further force and effect thereafter, except to the extent reference thereto is contemplated in this Agreement, and only for such limited purposes as stated herein.

Section 15.16 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies that such Person has been granted at any time under any other agreement or contract and all of the rights that such Person has under any Law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by Law.

Section 15.17 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. Each of the parties hereto agrees that they have been represented by independent counsel of its own choice during the negotiation and execution of this Agreement and the parties hereto and their counsel have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Second Amended and Restated Limited Liability Company Agreement as of the date first written above.

COMPANY:

INTUITIVE MACHINES, LLC

By: /s/ Stephen J. Altemus

Name: Stephen J. Altemus

Title: President & CEO

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Second Amended and Restated Limited Liability Company Agreement as of the date first written above.

MANAGER:

INTUITIVE MACHINES, INC.

By: /s/ Stephen J. Altemus

Name: Stephen J. Altemus

Title: Chief Executive Officer

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Second Amended and Restated Limited Liability Company Agreement as of the date first written above.

MEMBERS:

/s/ Kamal S. Ghaffarian
Kamal S. Ghaffarian

/s/ Stephen J. Altemus
Stephen J. Altemus,
as Co-Trustee of the Stephen and Brunella Altemus Living Trust

/s/ Brunella Altemus
Brunella Altemus,
as Co-Trustee of the Stephen and Brunella Altemus Living Trust

/s/ Timothy P. Crain, II
Timothy P. Crain, II

/s/ Jacob Killelea
Jacob Killelea

/s/ Jack Fischer
Jack Fischer

/s/ Michael Kalontarov
Michael Kalontarov

/s/ Donnie Hicks
Donnie Hicks

/s/ Breanne McNerney
Breanne McNerney

/s/ Matthew Ashmore
Matthew Ashmore

/s/ Jonathan Krauter
Jonathan Krauter

GM ENTERPRISES, LLC

/s/ Matthew Yetman
By: Matthew Yetman
Title: Manager

INTUITIVE MACHINES KG PARENT, LLC

/s/ Matthew Yetman
By: Matthew Yetman
Title: Manager

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

SCHEDULE 1

SCHEDULE OF PRE-TRANSACTION MEMBERS

MEMBER	CLASS A UNITS	CLASS B UNITS
Kamal S. Ghaffarian	69,603,517	0
Intuitive Machines KG Parent, LLC	2,417,088	0
GM Enterprises, LLC	3,513,395	0
Stephen J. Altemus, as Co-Trustee of the Stephen and Brunella Altemus Living Trust	28,755,000	0
Timothy P. Crain, II	18,211,000	0
Matthew Ashmore	0	7,500
Jack Fischer	0	4,000
Donnie Hicks II	0	1,500
Michael Kalontarov	0	1,000
Jacob Killelea	0	500
Jonathan Kraeuter	0	7,500
Breanne McNerney	0	5,000
TOTAL	122,500,000	27,000

SCHEDULE 2*

SCHEDULE OF MEMBERS

MEMBER NAME	CLASS B COMMON STOCK	CLASS C COMMON STOCK	CONTACT INFORMATION FOR NOTICE
Kamal S. Ghaffarian		38,716,709	801 Thompson Avenue Rockville, Maryland 20852 240-216-1199 Attention: Matthew Yetman Email: matt@ibx-llc.com
Intuitive Machines KG Parent, LLC		1,344,496	801 Thompson Avenue Rockville, Maryland 20852 240-216-1199 Attention: Matthew Yetman Email: matt@ibx-llc.com
GM Enterprises, LLC		1,954,313	801 Thompson Avenue Rockville, Maryland 20852 240-216-1199 Attention: Matthew Yetman Email: matt@ibx-llc.com
Stephen J. Altemus and Brunella Altemus, as Co- Trustees of the Stephen and Brunella Altemus Living Trust		15,994,866	4403 N. Pine Brook Way Houston, Texas 77059 832-707-2004 Attention: Stephen J. Altemus Email: steve@intuitivemachines.com

Timothy P. Crain, II	10,129,804	4218 Manorfield Drive Seabrook, Texas 77586 713-703-6186 Attention: Timothy P. Crain, II Email: tim@intuitivemachines.com
Matthew Ashmore	4,171	2892 Florence Road Woodbine, Maryland 21797 410-299-8862 Attention: Matthew Ashmore Email: mashmore@intuitivemachines.com
Jack Fischer	2,224	13814 Bellwick Valley Lane Houston, Texas 77059 720-487-0443 Attention: Jack Fischer Email: jfischer@intuitivemachines.com
Donnie Hicks II^	834	429 Sandy Ridge Drive League City, Texas 77573 832-386-9077 Attention: Donnie Hicks II Email: dhicks@intuitivemachines.com
Michael Kalontarov^	556	9607 Greenwillow St Houston, TX 77096 917-683-7285 Attention: Michael Kalontarov Email: mkalontarov@intuitivemachines.com
Jacob Killelea^	278	861 Cambridge Avenue Menlo Park, California 94025 650-305-9455 Attention: Jacob Killelea Email: jkillelea344@gmail.com

Jonathan Krauter	4,171	6005 Virlona Avenue Elkridge, Maryland 21075 410-796-6755 Attention: Jonathan Krauter Email: jkrauter@intuitivemachines.com
Breanne McNerney[^]	2,781	4423 MacWorth Place Nottingham, Maryland 21236 609-744-8325 Attention: Breanne McNerney Email: bmcnerney@intuitivemachines.com
Total	15,015	68,140,188

[^] REFLECTS SHARES TO WHICH THE HOLDER WILL BE ENTITLED AS OF CLOSING PURSUANT TO THE BUSINESS COMBINATION AGREEMENT BUT THAT WILL NOT BE ISSUED TO SUCH PERSON UPON CLOSING AS A RESULT OF APPLICABLE SECURITIES LAWS.

^{*} THIS SCHEDULE OF MEMBERS SHALL BE UPDATED FROM TIME TO TIME IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING TO REFLECT ANY ADJUSTMENT WITH RESPECT TO ANY SUBDIVISION (BY UNIT SPLIT OR OTHERWISE) OR ANY COMBINATION (BY REVERSE UNIT SPLIT OR OTHERWISE) OF ANY OUTSTANDING UNITS, OR TO REFLECT ANY ADDITIONAL ISSUANCES OF UNITS PURSUANT TO THIS AGREEMENT.

SCHEDULE 3

UNVESTED EARN OUT UNITS

MEMBER	VESTING EVENT I EARN OUT UNITS	VESTING EVENT II-A EARN OUT UNITS	VESTING EVENT II-B EARN OUT UNITS	VESTING EVENT III EARN OUT UNITS
Kamal S. Ghaffarian	1,420,480	2,840,960	4,261,440	1,420,480
Intuitive Machines KG Parent, LLC	49,328.25	98,656.50	147,985	49,328.25
GM Enterprises, LLC	71,702	143,404	215,105.75	71,702
Stephen J. Altemus	586,836.75	1,173,673.50	1,760,510.25	586,836.75
Timothy P. Crain, II	371,653	743,306	1,114,959	371,653
TOTAL	2,500,000	5,000,000	7,500,000	2,500,000

SCHEDULE 4

ORIGINAL LLC OPTIONEES

ORIGINAL LLC OPTIONEE	LLC OPTIONS		EXERCISE PRICE
	CURRENT VESTED	CURRENT UNVESTED	
	CLASS B OPTIONS	CLASS B OPTIONS	
Melissa Allega	6,250	6,250	\$ 1.00
Matthew Ashmore	-	30,000	\$ 1.00
Matthew Atwell	7,500	17,500	\$ 1.00
Brandon Belnap	7,500	17,500	\$ 1.00
James Blakeslee	37,500	37,500	\$ 1.00
Joshua Bluth	3,750	8,750	\$ 1.00
Zachary Bluth	3,750	8,750	\$ 1.00
David Bussey	-	100,000	\$ 4.80
Brian Butcher	25,000	25,000	\$ 1.00
Robin Campbell	500	2,000	\$ 1.00
Michael Cortina	5,000	20,000	\$ 1.00
Gary Crenek	18,750	18,750	\$ 1.00
Nathaniel Eckert	500	2,000	\$ 1.00
Karl Finger	1,000	4,000	\$ 1.00
Jack Fischer	36,000	160,000	\$ 1.00
Ryan Franz	1,500	3,500	\$ 1.00

Robert Garamillo Jr.	500	2,000	\$	1.00
Tyler Gilliland	6,250	6,250	\$	1.00
Marc Granson	-	100,000	\$	4.80
John Graves	2,500	10,000	\$	1.00
Gregory Hall	6,250	6,250	\$	1.00
Michael Hansen	2,500	10,000	\$	1.00
Jason Hartmann	6,250	6,250	\$	1.00
Douglas Hawk	5,000	20,000	\$	1.00
Donnie Hicks II	-	3,500	\$	1.00
John Hill	500	2,000	\$	1.00
Lillian Hong	500	2,000	\$	1.00
Edward John Hovan Jr.	-	100,000	\$	4.80
Mitchell Jefferies	1,500	3,500	\$	1.00
David Johnson Jr.	10,000	15,000	\$	1.00
Wyatt Johnson	12,500	12,500	\$	1.00
Michael Kalontarov	9,000	15,000	\$	1.00
Jonathan Kraeuter	-	30,000	\$	1.00
Steven Labbe	60,000	140,000	\$	1.00
Brian Mader	1,000	4,000	\$	1.00

Joshua Marshall	2,500	10,000	\$	1.00
Trent Martin	125,000	125,000	\$	1.00
Donna Mays	6,250	6,250	\$	1.00
Gregory McCaskill	7,500	17,500	\$	1.00
Peter McGrath II	50,000	200,000	\$	1.00
Breanne McNerney	-	20,000	\$	1.00
Morgan Melanson	500	2,000	\$	1.00
Giovanni Molina-Ramos	500	2,000	\$	1.00
James Moore	6,250	6,250	\$	1.00
Robert Morehead	30,000	45,000	\$	1.00
Dmytro Moyseyev	5,000	7,500	\$	1.00
Ryan Necessary	37,500	37,500	\$	1.00
Armando Olivas	1,500	3,500	\$	1.00
Michael Padgett	3,750	8,750	\$	1.00
Benjamin Pigg	500	2,000	\$	1.00
Elliot Pucek	1,500	3,500	\$	1.00
Carter Pytel	1,500	3,500	\$	1.00
David Rafferty	-	100,000	\$	4.80
Hans Raven	5,000	20,000	\$	1.00

Jordan Reynolds	500	2,000	\$	1.00
Ricardo Rodriguez	500	2,000	\$	1.00
Anna Ronalds	125,000	125,000	\$	1.00
Miguel Rosales	2,000	3,000	\$	1.00
Arnab Roy	12,500	-	\$	1.00
Kenneth Salazar	2,500	10,000	\$	1.00
Mario Salazar	5,000	7,500	\$	1.00
Lazaro Saldana	500	2,000	\$	1.00
Erik Sallee	100,000	200,000	\$	1.00
Laura Sanchez	2,000	3,000	\$	1.00
Steven Seder	500	2,000	\$	1.00
Cyrus Shy	500	2,000	\$	1.00
Tomasz Sliwinski	25,000	25,000	\$	1.00
Jason Soloff	-	50,000	\$	4.95
Gary Spexarth	5,000	20,000	\$	1.00
Shaun Stewart	84,000	84,000	\$	1.00
Benjamin Stiegemeier	30,000	45,000	\$	1.00
William Tamblyn	18,750	18,750	\$	1.00
Demetrius Taylor	750	1,750	\$	1.00

Charles Todd IV	3,750	8,750	\$	1.00
Gregory Vajdos	5,000	7,500	\$	1.00
Steven Vontur	-	100,000	\$	4.80
Lucas Ward	6,250	6,250	\$	1.00
Edwin Watts Jr.	2,500	10,000	\$	1.00
Samuel Welsh	3,750	8,750	\$	1.00
Justin Westmoreland	2,500	-	\$	1.00

SCHEDULE 5

RECAPITALIZATION INSTRUMENT

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND
UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF
INTUITIVE MACHINES, LLC

Recapitalization Instrument

February 10, 2023

The undersigned, constituting all of the members of the Board of Managers (collectively, the “**Board**”) of Intuitive Machines, LLC, a Texas limited liability company (the “**Company**”), and all of the Class A Members, each do hereby consent, pursuant to the applicable provisions of the Texas Business Organizations Code (the “**TBOC**”) and the Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 25, 2021, as amended by that certain First Amendment to Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 16, 2022 (as amended, the “**A&R Operating Agreement**”); capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the A&R Operating Agreement), to the adoption of the resolutions set forth herein and that such action be taken without a meeting pursuant to the TBOC and the A&R Operating Agreement.

WHEREAS, the Company is party to that certain Business Combination Agreement, dated as of September 16, 2022 (including the exhibits and schedules thereto, the “**BCA**”), by and between the Company and Inflection Point Acquisition Corp., a Cayman Islands exempted company limited by shares (the “**Purchaser**”), pursuant to which the Purchaser and the Company will effect a business combination (together with the other transactions contemplated by the BCA, the “**Transactions**”);

WHEREAS, in connection with the Transactions, the Company desires to effectuate a recapitalization, pursuant to which all outstanding equity interests of the Company will be converted or exchanged into (i) a new class of common units of the Company in an aggregate amount of 68,155,203 (“**New Common Units**”) and (ii) a new class of options to purchase New Common Units in an aggregate amount of 1,844,719 (“**New Options**”) and (iii) a new class of unvested earn out units of the Company in an aggregate amount of 10,000,000 (“**New Earn Out Units**”) and, together with the New Common Units and New Options, the “**New Securities**”), in each case, allocated to the existing equityholders of the Company (the “**Existing Equityholders**”) as set forth opposite each Existing Equityholder’s name in the columns titled “Total New Common Units,” “Total New Vested Options,” “Total New Unvested Options” and “Total Unvested Earn Out Units” on Schedule A hereto (collectively, the “**Recapitalization**”);

WHEREAS, pursuant to Section 2.5 of the A&R Operating Agreement, the Company shall not issue any Unit Interests to any Person without the prior written consent of the Class A Members;

WHEREAS, the Board, with the consent of the Class A Members, desires to approve, adopt and authorize (i) the Recapitalization (including the creation of the New Securities) and (ii) the allocation of the New Securities to the Existing Equityholders as set forth opposite each Existing Equityholder’s name in the columns titled “Total New Common Units,” “Total New Vested Options,” “Total New Unvested Options” and “Total Unvested Earn Out Units” on Schedule A hereto;

WHEREAS, the Transactions, including the Recapitalization, will constitute a Liquidity Event, pursuant to which, in accordance with Section 5.3(b) of the A&R Operating Agreement, the proceeds of such event (less such amounts as the Board determines in its discretion are necessary to provide or reserve for liabilities and expenses) must be allocated and distributed among the Members in proportion to the balances of their respective capital accounts;

WHEREAS, pursuant to Section 15.3 of the A&R Operating Agreement, the Class A Members may amend or repeal the provisions of the A&R Operating Agreement by unanimous agreement set forth in writing;

WHEREAS, the Class A Members desire to waive the provisions of Section 5.3(b) of the A&R Operating Agreement with respect to the Transactions, including the Recapitalization; and

WHEREAS, the undersigned desire to execute this unanimous written consent of the Members and unanimous written consent of the Board (collectively, this “**Written Consent**”) in lieu of formally holding a meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal meeting.

NOW THEREFORE, BE IT RESOLVED, that the Board and the Class A Members approve, adopt and authorize in all respects (i) the Recapitalization (including the creation of the New Securities) and (ii) the allocation of the New Securities to the Existing Equityholders as set forth opposite each Existing Equityholder's name in the columns titled "Total New Common Units," "Total New Vested Options," "Total New Unvested Options" and "Total Unvested Earn Out Units" on Schedule A hereto;

FURTHER RESOLVED, that the Class A Members hereby waive the provisions of Section 5.3(b) of the A&R Operating Agreement with respect to the Transactions, including the Recapitalization;

FURTHER RESOLVED, that Erik Sallee (the "**Company Representative**"), as the duly authorized representative of the Company, be, and hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any and all documents, agreements, and instruments in such form as may be, in his judgment, necessary, proper or advisable in order to carry out the Recapitalization in accordance with this Written Consent, the A&R Operating Agreement and the BCA, and all of his acts and deeds which are consistent with the purposes and intent of this Written Consent shall be, and the same hereby are, in all respects, ratified, approved, confirmed, and adopted as the acts and deeds of the Company;

FURTHER RESOLVED, that the Company Representative is authorized and directed to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Company and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees, and taxes as shall, in the opinion of the Company Representative, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the resolutions contained in this Written Consent; and that any and all such actions heretofore or hereafter taken by the Company Representative relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved, and ratified in all respects as the act and deed of the Company; and

FURTHER RESOLVED, that any person dealing with the Company Representative acting for or on behalf of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such person and by his or her execution of any document, agreement or instrument, the same shall be a valid and binding obligation of the Company, enforceable in accordance with its terms.

* * *

IN WITNESS WHEREOF, the undersigned have duly executed this Written Consent as of the date first set forth above. In accordance with the TBOC and the A&R Operating Agreement, this Written Consent may be executed in writing, or consented to by electronic transmission, in any number of counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same action. The undersigned direct that an executed copy of this Written Consent, including multiple counterparts, shall be filed with the minutes of the Company.

/s/ Kamal S. Ghaffarian
Kamal S. Ghaffarian, in his capacity as a
member of the Board and a Class A Member

/s/ Stephen J. Altemus
Stephen J. Altemus, in his capacity as a member of the
Board and, as Co-Trustee of the Stephen and Brunella
Altemus Living Trust, a Class A Member

/s/ Brunella Altemus
Brunella Altemus, in her capacity as
Co-Trustee of the Stephen and Brunella
Altemus Living Trust, a Class A Member

/s/ Timothy P. Crain
Timothy P. Crain, II, in his capacity as
a Class A Member

GM ENTERPRISES, LLC, as a Class A Member

/s/ Matthew Yetman
By: Matthew Yetman
Title: Manager

[Signature Page to Recapitalization Instrument]

INTUITIVE MACHINES KG PARENT, LLC,
as a Class A Member

/s/ Matthew Yetman

By: Matthew Yetman

Title: Manager

[Signature Page to Recapitalization Instrument]

SCHEDULE A

<i>Member</i>	<i>Current Class A Units</i>	<i>Current Class B Units</i>	<i>Current Vested Options</i>	<i>Current Unvested Options</i>	<i>Total New Common Units</i>	<i>Total New Vested Options</i>	<i>Total New Unvested Options</i>	<i>Total Unvested Earn Out Units</i>
Kamal S. Ghaffarian	69,603,517	—	—	—	38,716,709	—	—	5,681,920
Intuitive Machines KG Parent, LLC	2,417,088	—	—	—	1,344,496	—	—	197,313
GM Enterprises, LLC	3,513,395	—	—	—	1,954,313	—	—	286,808
Stephen J. Altemus and Brunella Altemus, as Co- Trustees of the Stephen and Brunella Altemus Living Trust	28,755,000	—	—	—	15,994,866	—	—	2,347,347
Timothy P. Crain, II	18,211,000	—	—	—	10,129,804	—	—	1,486,612
Melissa Allegra	—	—	6,250	6,250	—	3,476	3,476	—
Matthew Ashmore	—	7,500	—	30,000	4,171	—	16,687	—
Matthew Atwell	—	—	7,500	17,500	—	4,171	9,734	—
Brandon Belnap	—	—	7,500	17,500	—	4,171	9,734	—
James Blakeslee	—	—	37,500	37,500	—	20,859	20,859	—
Joshua Bluth	—	—	3,750	8,750	—	2,085	4,867	—
Zachary Bluth	—	—	3,750	8,750	—	2,085	4,867	—
David Bussey	—	—	—	100,000	—	—	55,624	—
Brian Butcher	—	—	25,000	25,000	—	13,906	13,906	—
Robin Campbell	—	—	500	2,000	—	278	1,112	—
Michael Cortina	—	—	5,000	20,000	—	2,781	11,124	—
Gary Crenek	—	—	18,750	18,750	—	10,429	10,429	—
Nathaniel Eckert	—	—	500	2,000	—	278	1,112	—
Karl Finger	—	—	1,000	4,000	—	556	2,224	—
Jack Fischer	—	4,000	36,000	160,000	2,224	20,024	88,999	—
Ryan Franz	—	—	1,500	3,500	—	834	1,946	—

Robert Garamillo Jr.	—	—	500	2,000	—	278	1,112	—
Tyler Gilliland	—	—	6,250	6,250	—	3,476	3,476	—
Marc Granson	—	—	—	100,000	—	—	55,624	—
John Graves	—	—	2,500	10,000	—	1,390	5,562	—
Gregory Hall	—	—	6,250	6,250	—	3,476	3,476	—
Michael Hansen	—	—	2,500	10,000	—	1,390	5,562	—
Jason Hartmann	—	—	6,250	6,250	—	3,476	3,476	—
Douglas Hawk	—	—	5,000	20,000	—	2,781	11,124	—
Donnie Hicks II	—	1,500	—	3,500	834	—	1,946	—
John Hill	—	—	500	2,000	—	278	1,112	—
Lillian Hong	—	—	500	2,000	—	278	1,112	—
Edward John Hovan Jr.	—	—	—	100,000	—	—	55,624	—
Mitchell Jefferies	—	—	1,500	3,500	—	834	1,946	—
David Johnson Jr.	—	—	10,000	15,000	—	5,562	8,343	—
Wyatt Johnson	—	—	12,500	12,500	—	6,953	6,953	—
Michael Kalontarov	—	1,000	9,000	15,000	556	5,006	8,343	—
Jacob Killelea	—	500	—	—	278	—	—	—
Jonathan Kraeuter	—	7,500	—	30,000	4,171	—	16,687	—
Steven Labbe	—	—	60,000	140,000	—	33,374	77,874	—
Brian Mader	—	—	1,000	4,000	—	556	2,224	—
Joshua Marshall	—	—	2,500	10,000	—	1,390	5,562	—
Trent Martin	—	—	125,000	125,000	—	69,530	69,530	—
Donna J. Mays	—	—	6,250	6,250	—	3,476	3,476	—
Gregory McCaskill	—	—	7,500	17,500	—	4,171	9,734	—
Peter McGrath	—	—	50,000	200,000	—	27,812	111,249	—
Breanne McNerney	—	5,000	—	20,000	2,781	—	11,124	—
Morgan Melanson	—	—	500	2,000	—	278	1,112	—
Giovanni Molina-Ramos	—	—	500	2,000	—	278	1,112	—
James Moore	—	—	6,250	6,250	—	3,476	3,476	—
Robert Morehead	—	—	30,000	45,000	—	16,687	25,031	—
Dmytro Moyseyev	—	—	5,000	7,500	—	2,781	4,171	—
Ryan Necessary	—	—	37,500	37,500	—	20,859	20,859	—
Armando Olivas	—	—	1,500	3,500	—	834	1,946	—

Michael James Padgett	—	—	3,750	8,750	—	2,085	4,867	—
Benjamin Pigg	—	—	500	2,000	—	278	1,112	—
Elliot Puck	—	—	1,500	3,500	—	834	1,946	—
Carter Pytel	—	—	1,500	3,500	—	834	1,946	—
David Rafferty	—	—	—	100,000	—	—	55,624	—
Hans Raven	—	—	5,000	20,000	—	2,781	11,124	—
Jordan Franklin Reynolds	—	—	500	2,000	—	278	1,112	—
Ricardo Rodriguez	—	—	500	2,000	—	278	1,112	—
Anna Ronalds	—	—	125,000	125,000	—	69,530	69,530	—
Miguel Rosales	—	—	2,000	3,000	—	1,112	1,668	—
Arnab Roy	—	—	12,500	—	—	6,953	—	—
Kenneth Salazar	—	—	2,500	10,000	—	1,390	5,562	—
Mario Salazar	—	—	5,000	7,500	—	2,781	4,171	—
Lazaro Saldana	—	—	500	2,000	—	278	1,112	—
Erik Sallee	—	—	100,000	200,000	—	55,624	111,249	—
Laura Sanchez	—	—	2,000	3,000	—	1,112	1,668	—
Steven Seder	—	—	500	2,000	—	278	1,112	—
Cyrus Shy	—	—	500	2,000	—	278	1,112	—
Tomasz Sliwinski	—	—	25,000	25,000	—	13,906	13,906	—
Jason Soloff	—	—	—	50,000	—	—	27,812	—
Gary Spexarth	—	—	5,000	20,000	—	2,781	11,124	—
Shaun Stewart	—	—	84,000	84,000	—	46,724	46,724	—
Benjamin Stiegemeier	—	—	30,000	45,000	—	16,687	25,031	—
William Tamblyn	—	—	18,750	18,750	—	10,429	10,429	—
Demetrius Taylor	—	—	750	1,750	—	417	973	—
Charles Todd IV	—	—	3,750	8,750	—	2,085	4,867	—
Gregory Vajdos	—	—	5,000	7,500	—	2,781	4,171	—
Steven Vontur	—	—	—	100,000	—	—	55,624	—
Lucas Ward	—	—	6,250	6,250	—	3,476	3,476	—
Edwin Watts Jr.	—	—	2,500	10,000	—	1,390	5,562	—
Samuel Welsh	—	—	3,750	8,750	—	2,085	4,867	—
Justin Westmoreland	—	—	2,500	—	—	1,390	—	—
Total	122,500,000	27,000	1,002,250	2,314,250	68,155,203	557,468	1,287,251	10,000,000

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of __, 20__ (this "Joinder"), is delivered pursuant to that certain Second Amended and Restated Limited Liability Company Agreement, dated as of [•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "LLC Agreement") by and among Intuitive Machines, LLC, a Delaware limited liability company (the "Company"), Intuitive Machines, Inc., a Delaware corporation and the sole managing member of the Company (the "Corporation"), and each of the Members from time to time party thereto. Capitalized terms used but not otherwise defined herein have the respective meanings set forth in the LLC Agreement.

1. Joinder to the LLC Agreement. Upon the execution of this Joinder by the undersigned and delivery hereof to the Corporation, the undersigned hereby is and hereafter will be a Member under the LLC Agreement and a party thereto, with all the rights, privileges and responsibilities of a Member thereunder. The undersigned hereby agrees that it shall comply with and be fully bound by the terms of the LLC Agreement as if it had been a signatory thereto as of the date thereof. The undersigned hereby acknowledges, agrees and confirms that it has received a copy of the LLC Agreement and has reviewed the same and understands its contents.
2. Incorporation by Reference. All terms and conditions of the LLC Agreement are hereby incorporated by reference in this Joinder as if set forth herein in full.
3. Address. All notices under the LLC Agreement to the undersigned shall be direct to:

[Name]
[Address]
[City, State, Zip Code] Attn:
Facsimile:
E-mail:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Joinder as of the day and year first above written.

[NAME OF NEW MEMBER]

By: _____
Name: _____
Title: _____

Acknowledged and agreed
as of the date first set forth above:

INTUITIVE MACHINES, LLC

By: Intuitive Machines, Inc., its Manager

By: _____
Name:
Title:

FORM OF AGREEMENT AND CONSENT OF SPOUSE

The undersigned spouse of (the "Member"), a party to that certain Second Amended and Restated Limited Liability Company Agreement, dated as of [●], 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") by and among Intuitive Machines, LLC, a Delaware limited liability company (the "Company"), Intuitive Machines, Inc., a Delaware corporation and the sole managing member of the Company, and each of the Members from time to time party thereto (capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Agreement), acknowledges on his or her own behalf that:

I have read the Agreement and understand its contents. I acknowledge and understand that under the Agreement, any interest I may have, community property or otherwise, in the Units owned by the Member is subject to the terms of the Agreement, which include certain restrictions on Transfer.

I hereby consent to and approve the Agreement. I agree that said Units and any interest I may have, community property or otherwise, in such Units are subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement on said Units or any interest I may have, community property or otherwise, in said Units.

I hereby acknowledge that the meaning and legal consequences of the Agreement have been explained fully to me and are understood by me, and that I am signing this Agreement and consent without any duress and of free will.

Dated: _

[NAME OF SPOUSE]

By: _____
Name: _____

FORM OF SPOUSE'S CONFIRMATION OF SEPARATE PROPERTY

I, the undersigned, the spouse of (the "Member"), who is a party to that certain Second Amended and Restated Limited Liability Company Agreement, dated as of [] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") by and among Intuitive Machines, LLC, a Delaware limited liability company (the "Company"), Intuitive Machines, Inc., a Delaware corporation and the sole managing member of the Company, and each of the Members from time to time party thereto (capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Agreement), acknowledge and confirm that the Units owned by said Member are the sole and separate property of said Member, and I hereby disclaim any interest in same.

I hereby acknowledge that the meaning and legal consequences of this Member's spouse's confirmation of separate property have been fully explained to me and are understood by me, and that I am signing this Member's spouse's confirmation of separate property without any duress and of free will.

Dated: _

[NAME OF SPOUSE]

By: _____
Name: _____

**AMENDMENT NO. 1 TO THE
SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
INTUITIVE MACHINES, LLC**

This Amendment No. 1 (this “Amendment”) to the Second Amended and Restated Limited Liability Company Agreement of Intuitive Machines LLC, a Delaware limited liability company (the “Company”), is made as of August 10, 2026 by the Company, the Manager and the Majority Unit Holders (as defined herein) as of the date hereof. Capitalized terms used and not otherwise defined herein have the meaning set forth in the LLC Agreement (as defined below).

RECITALS

WHEREAS, the Company is governed by that certain Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all schedules, exhibits and annexes thereto, the “LLC Agreement”);

WHEREAS, Section 15.03 of the LLC Agreement provides that, subject to certain exceptions, the LLC Agreement may be amended or modified upon the prior written consent of the Manager, together with the prior written consent of the holders of a majority of the Units then outstanding (excluding all Units held directly or indirectly by the Corporation) (the “Majority Unit Holders”);

WHEREAS, the Company, the Manager and the Majority Unit Holders have determined that it is in the best interests of the Company to amend the LLC Agreement as set forth in this Amendment; and

WHEREAS, in accordance with Section 15.03 of the LLC Agreement, the parties hereto desire to amend the LLC Agreement on the terms and conditions set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Amendment to LLC Agreement. Article IV of the LLC Agreement is hereby amended by adding the following language after Section 4.01(b)(iv):

“(v) Notwithstanding anything to the contrary in this Agreement, for purposes of determining a Member's Assumed Tax Liability, the Manager shall take into account all separately stated items of income, gain, loss, deduction and credit allocated to such Member, to the extent such items are reasonably expected to give rise to federal or state tax liabilities for individual members. Any Tax Distribution relating to such Tax Liability shall not be automatic and shall be made only upon the written request of one or more Members, provided that no such distribution shall be made unless the aggregate tax liability of the requesting Members

attributable to such separately stated items for the applicable Taxable Year equals or exceeds \$1,000,000.00 (whether in a single applicable tax year or if cumulative for all applicable tax years), as reasonably determined by the Manager. Any Member may elect to waive all or any portion of such Tax Distribution, in which case the pro-rata waived amount shall be considered a cash contribution to the Company. Notwithstanding the foregoing, the Corporation shall be deemed to have elected to reinvest its pro rata share of any such Tax Distribution unless the Manager determines in good faith that the Corporation is expected to incur current cash tax liabilities and/or cash payments under the Tax Receivable Agreement attributable to Company allocations. To reduce administrative burden, the Manager may determine that any Tax Liability arising from any such separately stated items shall only be calculated and subsequently distributed, if applicable, on an annual basis following the final determination of the Company's tax allocations for the applicable Taxable Year, rather than on a quarterly estimated basis."

2. Miscellaneous.

a. Effect of Amendment. This Amendment shall be effective as of the date first written above. After giving effect to this Amendment, unless the context otherwise requires, each reference in the LLC Agreement or any exhibits or schedules thereto to "this Agreement", "the Agreement", "hereof", "herein" or words of like import referring to the LLC Agreement shall refer to the LLC Agreement as amended by this Amendment. Except as expressly amended hereby, the LLC Agreement will continue in full force and effect and shall be otherwise unaffected hereby.

b. Entire Agreement. This Amendment, the LLC Agreement (including any exhibits or schedules thereto), and the agreements, documents, instruments and certificates referred to herein or therein or delivered pursuant hereto or thereto contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede any prior understandings, agreements or representations, whether written or oral, which may have related to the subject matter hereof or thereof in any way.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

COMPANY

INTUITIVE MACHINES, LLC

By: /s/ Stephen J. Altemus
Name: Stephen J. Altemus
Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to Second A&R LLCA]

MANAGER

INTUITIVE MACHINES, INC.

By: /s/ Stephen J. Altemus
Name: Stephen J. Altemus
Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to Second A&R LLCA]

MAJORITY UNIT HOLDERS

By: /s/ Stephen J. Altemus
Name: Stephen J. Altemus, in his capacity as Co-
Trustee of the Stephen and Brunella Altemus
Living Trust,

By: /s/ Timothy P. Crain, II
Name: Timothy P. Crain, II

Ghaffarian Enterprises, LLC
By: /s/ Matthew Yetman
Name: Matthew Yetman

GM Enterprises, LLC
By: /s/ Matthew Yetman
Name: Matthew Yetman
Title: Manager

Intuitive Machines KG Parent, LLC
By: /s/ Matthew Yetman
Name: Matthew Yetman
Title: Manager

[Signature Page to Amendment No. 1 to Second A&R LLCA]

CERTIFICATION
PURSUANT TO RULE 13a-14 AND 15d-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Stephen Altemus, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 of Intuitive Machines, 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 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 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 13, 2026

By: /s/ Stephen Altemus
Stephen Altemus
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION
PURSUANT TO RULE 13a-14 AND 15d-14
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Peter McGrath, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 of Intuitive Machines, 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 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 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 13, 2026

By: /s/ Peter McGrath
Peter McGrath
Chief Financial Officer
(Principal Financial Officer)

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

In connection with the Quarterly Report on Form 10-Q of Intuitive Machines, Inc. (the “Company”) for the quarter ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Stephen Altemus, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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 13, 2026

By: /s/ Stephen Altemus
Stephen Altemus
Chief Executive Officer, President and Director
(Principal Executive Officer)

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

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

In connection with the Quarterly Report on Form 10-Q of Intuitive Machines, Inc. (the “Company”) for the quarter ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Peter McGrath, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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 13, 2026

By: /s/ Peter McGrath

Peter McGrath
Chief Financial Officer and Senior Vice President
(Principal Financial Officer)

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.