EXECUTION VERSION

5 June 2026

CONTINENTAL AEROSPACE TECHNOLOGIES HOLDING LIMITED

MOBILE ACQUISITIONCO, LLC

and

A&D SUBSYSTEMS BORROWER SERIES LP – SPACE SERIES

AGREEMENT

for the sale and purchase of

MOTTO INVESTMENT LIMITED

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Clause **Page**

AGREEMENT dated 5 June 2026

PARTIES

1. **Continental Aerospace Technologies Holding Limited**, a company incorporated under the laws of Bermuda with its shares listed on the Main Board of the Stock Exchange (Stock Code: 232) and its address at Unit B, 15/F., United Centre, 95 Queensway, Hong Kong (the ***Seller***);
2. **Mobile AcquisitionCo, LLC**, a limited liability company established under the laws of the State of Delaware with its address at c/o A&D Subsystems GP, LLC, 3803 Bedford Avenue Suite 106 Nashville, TN 37215 (the ***Purchaser***); and
3. **with respect to clause 19 only, A&D Subsystems Borrower Series LP – Space Series**, a registered series of a series limited partnership established under the laws of the State of Delaware with its address at c/o A&D Subsystems GP, LLC, 3803 Bedford Avenue Suite 106 Nashville, TN 37215 (the ***Purchaser Guarantor***),

(each a ***Party*** in this Agreement and together, the ***Parties***)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 7 (*Definitions and Interpretation*).

IT IS AGREED:

PREAMBLE

(A) The Seller is the sole legal and beneficial shareholder of the Company.

(B) The Seller intends to sell the Shares and the Purchaser intends to purchase the Shares subject to and on the terms and conditions set out in this Agreement.

(C) The Proposed Transaction will constitute a very substantial disposal (***VSD***, as defined in the Listing Rules) by the Seller. In addition, the Seller is also contemplating the declaration of the Special Dividend to its shareholders and the Proposed Delisting from the Stock Exchange. Upon Closing, and subject to the Listing Rules and the Takeovers Code, the Seller intends to use the proceeds of the Proposed Transaction to pay the Special Dividend to its shareholders in accordance with the Announcement and the Circular Documents, provided that such declaration and payment will be conditional upon the occurrence of Closing, the approval of the shareholders of the Seller and satisfaction of all other conditions required under applicable Law.

1. Sale and Purchase

1.1 The Seller shall sell, and the Purchaser shall purchase, the Shares free from Third Party Rights with effect from Closing and with all rights attaching to them including the right to receive all distributions and dividends declared, paid or made in respect of the Shares after Closing. The sale and purchase of the Shares shall be on the terms set out in this Agreement.

2. Price

2.1 At Closing, subject to applicable deductions under clauses 3.5, 4.4, 10.2, or 10.3(a), whichever is applicable, and 16.1 of this Agreement, the Purchaser shall pay (or cause to be paid) an aggregate amount of US$535,420,000 (the ***Closing Payment***) to the Seller Dividend Account, comprising:

(a) an amount equal to the Closing Payment *minus* the Loan Settlement Amount, being the consideration payable for the sale and purchase of the Shares; and

(b) an amount equal to the Loan Settlement Amount, which shall be applied by the Seller to irrevocably repay and discharge all obligations in respect of the Intercompany Loans and Shareholder Loans in full in accordance with clause 15.2.

2.2 Upon receipt by the Seller at Closing of the Closing Payment, less all applicable deductions under this Agreement, and subject to the satisfaction of all conditions applicable to the Special Dividend, the VSD and the Proposed Delisting in accordance with the Listing Rules, the Takeovers Code and all applicable Laws, the Seller will take all necessary actions to cause the Special Dividend to be paid from the Seller Dividend Account to the Seller’s shareholders on a pro rata basis within the time period prescribed under the Takeovers Code after Closing. The Seller further undertakes that, immediately upon Closing, it will take all necessary actions, or procure that the licensed bank maintaining the Seller Dividend Account takes all necessary actions, to release funds from the Seller Dividend Account solely for the purpose of settling the Special Dividend and, only after the Special Dividend has been paid in full, for any other approved purpose. The Seller will ensure that all amounts standing to the credit of the Seller Dividend Account are applied solely for that purpose.

3. Deposit

3.1 The Parties acknowledge that an earnest deposit of US$5,000,000 (the ***Earnest Deposit***) was deposited by the Purchaser in the Escrow Account prior to the date of this Agreement pursuant to the terms of the Letter of Intent. The Parties agree that such Earnest Deposit shall be retained in the Escrow Account and applied in accordance with this clause 3.

3.2 Within three (3) Business Days following the execution of this Agreement, the Purchaser shall deposit (or cause to be deposited) into the Escrow Account an additional amount equal to US$45,000,000 (together with the Earnest Deposit, the ***Upfront Payment***) by way of an advance of the Closing Payment.

3.3 If this Agreement is terminated prior to Closing in accordance with clause 12 for reasons other than those as set out in clauses 3.4(a) or 3.4(b) below, the Upfront Payment (together with any accrued interest) shall be released by the Escrow Agent to the Purchaser within five (5) Business Days of such termination.

3.4 If this Agreement is terminated prior to Closing in accordance with clause 12.4 as a result of:

(a) the Purchaser failing to use its reasonable efforts, to the extent it is able to do so, to facilitate the satisfaction of any of the Conditions (including those under clauses 7.1(b) and 7.1(c)) pursuant to clause 7.2; or

(b) the Purchaser being in breach of any of its obligations under this Agreement, including its failure to comply with any Material Closing Obligation at Closing or refusing to proceed with, or delaying, Closing on the basis of any adverse impact on the business or financial condition of the Target Companies primarily arising out of or in connection with: (i) any action or omission taken by the Purchaser during any discussions with Boeing regarding the Exclusive Distribution Services Agreement; (ii) the non-approval of the continuation of the Exclusive Distribution Services Agreement with Boeing; or (iii) the imposition of additional terms or amendment or modification of any existing terms of the Exclusive Distribution Services Agreement at the Purchaser's request, in each case, in a manner that results in, or is reasonably likely to result in, the discontinuation, termination or non-renewal of the Exclusive Distribution Services Agreement, including any material decline in purchase orders under the Exclusive Distribution Services Agreement,

the Upfront Payment (together with any accrued interest) shall be released by the Escrow Agent to the Seller within five (5) Business Days of such termination.

3.5 If Closing occurs, the Upfront Payment shall be applied towards the Closing Payment in accordance with paragraph 1(c) of Part B of Schedule 2 and shall be released by the Escrow Agent to the Seller Dividend Account.

3.6 The Parties undertake to give all instructions to the Escrow Agent reasonably necessary in accordance with the requirements of the Escrow Agreement to give effect to the terms set out in this clause 3 and paragraph 1(c) of Part B of Schedule 2.

4. No Leakage Undertaking

4.1 The Seller:

(a) represents and warrants to the Purchaser that there has not been any Leakage since the Locked Box Date; and

(b) undertakes to the Purchaser that there will not be any Leakage in the Pre-Closing Period.

4.2 The Seller undertakes to the Purchaser that if there has been any Leakage since the Locked Box Date or there is any Leakage in the Pre-Closing Period then the Seller shall:

(a) following Closing pay or procure payment in cash to the Purchaser on demand a sum equal to the aggregate of the amount of such Leakage; and

(b) notify the Purchaser in writing promptly after becoming aware of anything which has resulted in any Leakage since the Locked Box Date.

4.3 For the purpose of this clause 4, the amount of any Leakage shall be reduced by an amount equal to any actual cash Tax savings that are received or realised by a Target Company in the same Tax year in which the relevant Leakage occurs, directly and solely as a result of a Tax deduction attributable to such Leakage.

4.4 Without prejudice to the other provisions of this clause 4 and the Purchaser's ability to make a claim for Leakage within three (3) months after Closing, the Seller agrees that within two (2) Business Days after the Unconditional Date, it shall deliver to the Purchaser a statement setting out details of any Leakage that has occurred from the Locked Box Date up until the Unconditional Date, and any Leakage that is anticipated to occur from the Unconditional Date up until the Closing Date (the aggregate amount of Leakage set out therein, the ***Pre-Closing Notified Leakage Amount***). The Parties agree that such Pre-Closing Notified Leakage Amount shall be deducted from the Closing Payment payable by the Purchaser to the Seller at Closing in accordance with paragraph 1(c) of Part B of Schedule 2.

4.5 The Seller shall only be liable for claims made pursuant to clause 4.2(a) in respect of claims for Leakage in excess of the Pre-Closing Notified Leakage Amount provided that (i) the Purchaser notifies the Seller of such claims within three (3) months immediately following Closing; and (ii) where any such claim for Leakage is notified by the Purchaser to the Seller during three (3) months immediately following Closing, the Seller shall remain liable in respect of any such claim until any such claims have been satisfied, settled or withdrawn. The Seller and the Purchaser will, acting in good faith, promptly confirm and settle any Leakage as soon as practicable.

5. Seller Undertakings

Pre-Closing undertakings

5.1 During the Pre-Closing Period, the Seller shall, to the extent permissible under applicable Law and in order to preserve the value of the Target Companies, except with the Purchaser's written consent (which may not be unreasonably withheld, conditioned or delayed) and subject to clause 5.2:

(a) ensure that the Target Companies take all reasonable steps to preserve and protect their assets and goodwill (including their existing relationships with customers and suppliers) and act at all times in the best interests of the Target Companies, provided, however, that any adverse impact on the business or financial condition of the Target Companies, to the extent primarily arising from, or primarily attributable to, any action taken, or omitted to be taken, by the Seller or any Target Company at the written request of the Purchaser or any of its Affiliates, or as a result of the refusal to grant any written consent required under this Agreement by the Purchaser or any of its Affiliates, including, without limitation, the Purchaser's non-approval of the continuation of the Exclusive Distribution Services Agreement with Boeing, or the imposition of additional terms or amendment or modification of any agreed terms at the Purchaser's request, or any action or omission taken by the Purchaser during any discussions with Boeing regarding the Exclusive Distribution Services Agreement, in each case, in a manner that results in, or is reasonably likely to result in, the discontinuation, termination or non-renewal of the Exclusive Distribution Services Agreement, including any material decline in purchase orders under the Exclusive Distribution Services Agreement, shall not constitute or result in a breach by the Seller of any covenant, undertaking, representation, or warranty under this Agreement (including, without limitation, clauses 4 and 5) or give the Purchaser the right to refuse to proceed with, or to delay, Closing;

(b) ensure that the affairs of each Target Company are conducted only in the ordinary and usual course of business of that Target Company and substantially in accordance with past practice; and

(c) without prejudice to the generality of clause 5.1(a) and 5.1(b), ensure that none of the acts or matters listed in Schedule 1 shall take place because the Parties agree that the occurrence of any of the acts or matters listed in Schedule 1 will adversely impact the value of the Target Companies.

5.2 Nothing in clause 5 or Schedule 1 shall operate so as to restrict or prevent any of the following:

(a) any other action required or expressly contemplated by the Transaction Documents;

(b) any action reasonably undertaken by any Target Company or member of the Seller Group in the case of an emergency or disaster or other serious incident or circumstance with the intention of minimising any adverse effect on the relevant Target Company (and of which the Purchaser will be notified as soon as reasonably practicable);

(c) any capital expenditure to the extent that it is provided for in the Budget or that the Seller can demonstrate, to the reasonable satisfaction of the Purchaser, was taken into account in the preparation of the Budget;

(d) taking any action that the Target Companies reasonably consider is required to be undertaken in order to comply with any applicable Law (including the requirements of any relevant Governmental Entity) in the best interests of the Target Companies provided that the Seller:

(i) consults in good faith with the Purchaser prior to taking any such action to the extent reasonably practicable; and

(ii) takes account of any reasonable requests of the Purchaser with respect to such action.

5.3 The Seller undertakes to the Purchaser that, during the Pre-Closing Period:

(a) except with the Purchaser’s prior written consent, which consent shall not be unreasonably withheld or delayed, none of the Target Companies shall make any notification to, seek any consent from, or communicate with any of their customers or suppliers in relation to the Proposed Transaction; and

(b) if any Target Company engages in any discussions with Boeing regarding the entry into, amendment, termination, acceleration, modification, or cancellation of the Exclusive Distribution Services Agreement, such Target Company shall involve the Purchaser in those discussions and shall seek the Purchaser’s prior written consent before communicating with Boeing or making any decision thereof, provided however that no Target Company shall be prevented from engaging in ordinary course business discussions with Boeing regarding the ongoing sale of products, purchase orders or procurement activities under the existing terms of the Exclusive Distribution Services Agreement.

5.4 Subject to clause 5.3(a) and 5.3(b) above, the Purchaser shall cooperate with reasonable requests from the Seller to make notifications or seek consent from any customers or suppliers (other than Boeing) which, as a result of the Proposed Transaction, would have a right to terminate or modify their arrangements, written or oral with any Target Company.

5.5 The Seller undertakes to the Purchaser that, during the Pre-Closing Period, none of the Target Companies shall engage in any transfer of data subject to the US Bulk Data Requirements unless it is exempt under subpart E of 28 C.F.R. Part 202.

5.6 The Seller undertakes to the Purchaser that it has used reasonable endeavours to ensure that the information contained in the Data Room is true, accurate, complete, and not misleading in all material respects, and that all material information relating to the Target Group has been included therein. The Seller further undertakes that the specific disclosures contained in the Disclosure Letter have been prepared and compiled by the Seller in good faith in all material respects. The Seller acknowledges that the Purchaser and its Representatives are relying on the information contained in the Data Room for the purposes of evaluating the Proposed Transaction.

5.7 The Seller undertakes to notify the Purchaser in writing promptly if it or any other member of the Seller Group becomes aware of any breach of the pre-closing undertakings contained in this clause 5 and Schedule 1.

6. Information and assistance

6.1 Subject to clause 22, and to the extent permissible under applicable Law, during the Pre-Closing Period, the Seller shall use reasonable efforts to procure that the Purchaser and its Representatives are provided with such information and assistance as they may reasonably request:

(a) to plan (but not implement) integration of the Target Group with the Purchaser Group following Closing;

(b) to develop and, with the prior written consent of the Seller, implement arrangements to retain the Employees following Closing (at the sole cost of the Purchaser);

(c) in connection with the Purchaser's negotiations with any bank(s) and/or financial institution(s) lending money or making other banking facilities available to the Purchaser (or any member of the Purchaser Group) for the acquisition of the Shares, provided that such assistance shall not create any binding obligations on, or impose any liability upon, the Seller or the Target Companies in respect of such financing, nor shall it involve the granting of any Third Party Rights over any assets or equity interest of the Target Companies, in each case prior to Closing; and

(d) to plan for repayment, replacement and/or amendment of the Target Group's financing facilities at or following Closing, including assistance arranging discussions between the Purchaser Group and the relevant financing providers and bond or security trustees,

provided that the Purchaser must obtain the Seller's prior written consent before it contacts any of the Target Group's customers, vendors, employees or financial institutions in connection with the Proposed Transaction during the Pre-Closing Period.

7. Conditions to Closing

7.1 Closing shall be conditional on the following Conditions having been fulfilled or waived in accordance with the terms of this Agreement:

(a) the approval from the Independent Shareholders having been obtained and remaining in full force in respect of the Proposals, in accordance with the requirements of the Listing Rules, the Takeovers Code and applicable Laws (including the Approval Threshold);

(b) the waiting period applicable to the consummation of the Proposed Transaction under The Hart-Scott-Rodino Antitrust Improvements Act of 1976 having expired or having been terminated;

(c) the German Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*) having either rejected jurisdiction, cleared, or deemed to have cleared the Proposed Transaction under applicable Law;

(d) the Target Group having complied in all material respects with all applicable International Trade Laws;

(e) the Warranties being true and correct in all material respects as at Closing;

(f) no Material Adverse Change having occurred since the date of this Agreement; and

(g) there being no Law or order that prohibits the implementation of the Proposed Transaction, and no relevant Governmental Entity having granted any order or made any decision that materially restricts or prohibits the implementation of the Proposed Transaction.

7.2 The Purchaser and the Seller shall, each at its own cost, use reasonable efforts to ensure that the Conditions in clauses 7.1(b) and 7.1(c) are fulfilled promptly after the date of this Agreement. The Purchaser and the Seller shall, each at its own cost and to the extent it is able to do so, use reasonable efforts to ensure that the other Conditions are fulfilled as soon as reasonably practicable after the date of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall not be required, and nothing in this Agreement shall be construed to require the Purchaser Group or, following the Closing, the Target Group, to accept any material adverse conditions or obligations, (a) to divest, license, hold separate or otherwise dispose of any asset, business, product line or interest, (b) to agree to any limitation on the operation or conduct of any business, including (without limitation) any restriction on dividends or distributions, or (c) to agree to any condition, remedy, undertaking or commitment, including (without limitation) any capital infusion request, in each case, in connection with the satisfaction of any of the Conditions in clause 7.1.

7.3 The Seller undertakes to the Purchaser that it will use its reasonable efforts to ensure that (i) a circular and any documents as required by the Stock Exchange and the SFC in relation to the Proposed Transaction (the ***Circular Documents***) are posted to its shareholders as soon as practicable after the date of this Agreement and in any case within three (3) months after the date of this Agreement and (ii) a general meeting of the Seller is called for within three (3) months and fourteen (14) days after the date of this Agreement. The Purchaser agrees to provide the Seller with such information as it may reasonably request in connection with the preparation of the Circular Documents as soon as reasonably practicable following a request for such information.

7.4 The Seller will provide the Purchaser with information regarding the notification process in connection with the Civil Aviation Authorities of Egypt, Colombia, Bahrain, the Philippines, and Chile as a result of the Proposed Transaction, as well as to the extent applicable relevant approval requirements of Marsh Management Services Inc. relating to the indirect change in control of Mangrove Insurance Solutions, PCC (Cell One) (the ***Insurance Cell***) and approval requirements of the Department of Insurance, Securities and Banking of the District of Columbia relating to the indirect change in control of the Insurance Cell. The Seller will use reasonable efforts to work with the Purchaser on any related notification or approval, as applicable, with a view to making such notification or obtaining such approval prior to Closing, if applicable.

7.5 The Seller and Purchaser shall, and shall cause their respective Affiliates to, respectively use all reasonable endeavours to obtain all consents, approvals or actions of any Governmental Entity which are required in order to satisfy any relevant Condition and shall take all reasonably necessary steps for that purpose. The Seller and Purchaser shall for this purpose:

(a) as promptly as practicable (but in any case within twenty (20) Business Days), make all filings or notifications to any Governmental Entity as may be required as a condition of consummating the transactions contemplated hereby pursuant to clauses 7.1(b) and 7.1(c), and shall provide any information requested by any Governmental Entity in connection therewith. Any such filings and supplemental information shall be in substantial compliance with the requirements of applicable Law;

(b) promptly notify the other Party (and provide copies or, in the case of non-written communications, details) of any communications with any such Governmental Entity relating to any such consent, approval or action, save to the extent such communications contain commercially sensitive information of a Party;

(c) keep the other informed of any communication (whether written or oral) with any such Governmental Entity;

(d) take into account any reasonable comments and requests of the other Party and its advisers; and

(e) regularly review with the other Party the progress of any notifications or filings with a view to obtaining the relevant consent, approval or action from any Governmental Entity at the earliest reasonable opportunity.

7.6 The Seller shall, to the extent legally permissible, provide the Purchaser, its advisers and any Governmental Entity with any necessary information and documents reasonably required for the purpose of making any submissions, notifications and filings to any such Governmental Entity.

7.7 The Conditions in clauses 7.1(d), 7.1(e) and 7.1(f) may be waived by notice in writing from the Purchaser. None of the other Conditions may be waived.

7.8 The Seller and the Purchaser shall each notify the other promptly (but in any event within three (3) Business Days) upon becoming aware that any of the Conditions has been fulfilled. The first Business Day in Hong Kong on or by which all Conditions have been fulfilled (or waived in accordance with clause 7.7) is the ***Unconditional Date***.

8. Closing

8.1 Closing shall take place on the tenth (10^{th}) Business Day after the Unconditional Date.

8.2 At Closing each of the Seller and the Purchaser shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that Party or any of its Affiliates (as the case may be) in Schedule 2 (the ***Closing Obligations***).

8.3 If the Seller (on the one hand) or the Purchaser (on the other) fails to comply with any Material Closing Obligation, then the other Party shall be entitled (in addition to and without prejudice to any other rights and remedies that may be available to that Party) by written notice to the Party in default on the date Closing would otherwise have taken place, to:

(a) require Closing to proceed so far as reasonably practicable;

(b) notify the Party in default of a new date for Closing (being not more than ten (10) Business Days after the original date for Closing) in which case the provisions of this clause 8 (other than this clause 8.3) and Schedule 2 shall apply to Closing as so deferred but on the basis that such deferral may only occur once; or

(c) terminate this Agreement (other than the Surviving Provisions).

If this Agreement is so terminated, no Party nor any of its Affiliates shall have any claim under this Agreement of any nature against any other Party or its Affiliates (except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions).

8.4 If in accordance with clause 8.3(b), Closing is deferred and at such deferred Closing a Party fails to comply with its Material Closing Obligations, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the other Party, in which event neither Party nor any of its Affiliates shall have any claim under this Agreement of any nature against the other Party or its Affiliates (except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions).

9. Seller Warranties

9.1 The Seller warrants to the Purchaser as at the date of this Agreement in the terms of the Warranties. The Warranties shall be deemed to be repeated immediately before Closing by reference to the facts and circumstances then existing as if references in the Warranties to the date of this Agreement were references to the date of Closing, except to the extent that any such Warranty expressly refers to an earlier or specified date, in which case such Warranty shall be referenced as of such earlier specified date. Each Warranty shall be separate and independent and (except as expressly otherwise provided) no Warranty shall be limited by reference to any other Warranty, provided that each Warranty shall be qualified by any matter fairly disclosed in the Disclosure Letter (whether or not such matter is disclosed against a specific Warranty).

9.2 Except in the case of Fraud, the Purchaser shall not make any Claim against the Seller or any member of the Seller Group in connection with any breach or alleged breach of any of the Warranties. The Purchaser acknowledges and agrees that, in entering into this Agreement and in consummating the Proposed Transaction, the Purchaser has relied solely on (a) the Warranties and other terms of this Agreement and (b) its own independent investigation, review and analysis and the advice of its own representatives. The Purchaser further acknowledges that none of the Seller Group, the Target Companies, their respective Affiliates, or any of their respective Representatives has made, and the Purchaser is not relying on, any representation or warranty, express or implied, at law or in equity, with respect to the Seller Group and the Target Companies, or any other matter relating to this Agreement, other than the Warranties and other terms expressly set forth in this Agreement.

9.3 The Seller undertakes to notify the Purchaser in writing promptly if it or any other member of the Seller Group becomes aware of any circumstance arising after the date of this Agreement which would cause any Warranty (if the Warranties were repeated with reference to the facts and circumstances then existing) to become untrue or inaccurate or misleading in any material respect.

10. PPP Loan

10.1 The Seller undertakes to the Purchaser that it shall, and shall procure that CAT US shall:

(a) use its reasonable endeavours to agree with the US DOJ and fully discharge any and all amounts payable under the PPP Loan (including the principal amount of the PPP Loan together with all interest accrued, penalties and fines imposed by the US DOJ and all fees, costs and expenses of advisors (including costs and expenses of legal counsel, from time to time)) (the ***PPP Loan Settlement Amount***), prior to Closing;

(b) keep the Purchaser reasonably informed on an ongoing basis of all material developments and discussions in relation to the agreement, discharge and settlement of the PPP Loan Settlement Amount; and

(c) notify the Purchaser promptly (and in any event within two (2) Business Days) after entering into any settlement with the US DOJ, providing full written details of the PPP Loan Settlement Amount and the terms of such settlement.

10.2 If the PPP Loan Settlement Amount is fully discharged by CAT US or a Target Company using its own cash prior to Closing in accordance with clause 10.1(a), the Parties agree that the PPP Loan Settlement Amount shall be deducted from the Closing Payment payable by the Purchaser to the Seller at Closing in accordance with paragraph 1(c) of Part B of Schedule 2.

10.3 To the extent that the PPP Loan Settlement Amount is not fully discharged by the Seller or CAT US prior to Closing in accordance with clause 10.1(a), the Parties agree that:

(a) an amount equal to US$15 million (the ***PPP Loan Holdback Amount***) shall be withheld by the Purchaser from the Closing Payment otherwise payable to the Seller at Closing and retained by the Purchaser in accordance with paragraph 1(c) of Part B of Schedule 2 and pending settlement of the PPP Loan Settlement Amount in accordance with this clause 10.3;

(b) following Closing, and pending settlement of the PPP Loan Settlement Amount, the Purchaser shall cooperate with the Seller and provide access to all information and materials reasonably necessary to allow the Seller to continue with the negotiation of the PPP Loan Settlement Amount and the Seller shall keep the Purchaser reasonably informed on an ongoing basis of (i) all material developments and discussions in relation to the agreement, discharge and settlement of the PPP Loan Settlement Amount and (ii) the Seller's estimate of the PPP Loan Settlement Amount;

(c) the PPP Loan Settlement Amount shall not be agreed, discharged or settled without the Purchaser's prior written consent to the extent that such PPP Loan Settlement Amount exceeds the PPP Loan Holdback Amount; and

(d) upon the PPP Loan Settlement Amount being finally agreed and fully discharged:

(i) an amount equal to the PPP Loan Settlement Amount shall be deducted from the PPP Loan Holdback Amount and applied by the Purchaser towards the satisfaction of the PPP Loan Settlement Amount; and

(ii) any balance of the PPP Loan Holdback Amount remaining after such deduction shall be paid by the Purchaser to the Seller Dividend Account within five (5) Business Days of the full discharge of the PPP Loan Settlement Amount.

(e) The Parties acknowledge and agree that upon the application of the PPP Loan Holdback Amount in accordance with clause 10.3(d), the Seller will have no further liability or obligation to the Purchaser in respect of the PPP Loan or the PPP Loan Settlement Amount, whether by way of indemnity, reimbursement, contribution, damages, or otherwise.

11. Purchaser Warranties

The Purchaser warrants to the Seller as at the date of this Agreement in the terms of the warranties set out in Schedule 4.

12. Termination Rights

12.1 This Agreement shall automatically terminate (other than in respect of the Surviving Provisions) if the Unconditional Date has not occurred on or before the Long Stop Date (or such later date as the Seller and the Purchaser may agree in writing).

12.2 The Purchaser may terminate this Agreement (other than the Surviving Provisions) by written notice to the Seller at any time before Closing if any of the following circumstances arises or occurs at any time before Closing, namely:

(a) any Material Adverse Change occurs;

(b) any event occurs which would constitute a material breach of any of the Warranties (as set out in Clause 9 and Schedule 3) if they were repeated at any time before Closing by reference to the facts and circumstances then existing that would result in the Closing not being able to occur and such breach has not been cured, or is incapable of being cured, by the Seller or a Target Company, as applicable, within five (5) days following its receipt of notice from the Purchaser of such breach; or

(c) any material breach by the Seller of its obligations under this Agreement that would result in the Closing not being able to occur.

12.3 The Seller undertakes to disclose promptly to the Purchaser in writing any breach, matter, event, condition, circumstance, fact or omission of which any member of the Seller Group is or becomes aware that may give rise to a right of termination under clause 12.2.

12.4 The Seller may terminate this Agreement (other than the Surviving Provisions) by notice to the Purchaser at any time before Closing if any of the following circumstances arises or occurs at any time before Closing, namely:

(a) any event occurs which would constitute a material breach of any of the Purchaser warranties (as set out in Clause 11 and Schedule 4) if they were repeated at any time before Closing by reference to the facts and circumstances then existing that would result in the Closing not being able to occur and such breach has not been cured, or is incapable of being cured, by the Purchaser within five (5) days following its receipt of notice from the Seller of such breach; or

(b) any material breach by the Purchaser of its obligations under this Agreement that would result in the Closing not being able to occur.

12.5 If this Agreement is terminated in accordance with this clause 12, no Party (nor any of its Affiliates) shall have any claim of any nature against any other Party (or any of its Affiliates) under this Agreement (except in respect of any rights and liabilities accrued before termination or under any of the Surviving Provisions). For the avoidance of doubt, where the Agreement is terminated in accordance with this clause 12, the Parties shall give all instructions to the Escrow Agent reasonably necessary in accordance with the requirements of the Escrow Agreement to give effect to the terms set out in clause 3.

13. Transaction Bonus

13.1 The Parties agree that the Company or the applicable Target Company shall (and the Purchaser shall procure that the Company or the applicable Target Company shall) be entitled to pay a transaction bonus of up to US$10,000,000 in aggregate (the ***Permitted Transaction Bonus***) to certain directors and senior management of the Target Companies (excluding directors appointed by the Seller Group) nominated by the Seller and notified in writing to the Purchaser at least five (5) Business Days prior to the Closing Date, comprising:

(a) a fixed amount of US$6,000,000 (the ***Guaranteed Bonus***), which shall be payable at Closing; and

(b) a contingent amount of up to US$4,000,000 (the ***Contingent Bonus***), which shall only be payable at Closing subject to and in accordance with clause 13.2.

13.2 The Contingent Bonus shall only be payable at Closing, provided that:

(a) the Target Group has a Cash balance of not less than US$39,000,000 as of immediately prior to the Closing Date;

(b) the Seller shall provide evidence to the Purchaser (to the Purchaser's reasonable satisfaction) of the Target Group's Cash position, including:

(i) as at three (3) Business Days prior to the Closing Date (the ***Cut-off Date***);

(ii) daily statements for the seven (7) days prior to the Cut-off Date and weekly statements for the three (3) weeks prior to that period; and

(iii) daily projections for the seven (7) days following the Cut-off Date; and

(c) if the Target Group's Cash balance is less than US$39,000,000 but greater than US$35,000,000 as at the Cut-off Date, the Company shall (and the Purchaser shall procure that the Company shall) be entitled to pay the Contingent Bonus on the Closing Date to such directors and senior management notified to the Purchaser in accordance with clause 13.1 in an amount that is equal to the excess (if any) of the Target Group's Cash balance at Closing over US$35,000,000. For the avoidance of doubt, if the Target Group's Cash balance at Closing is equal to or less than US$35,000,000, no Contingent Bonus shall be payable under this clause 13.

13.3 The Seller shall procure that each director and senior management of CAT US who will receive the Permitted Transaction Bonus (inclusive of the Guaranteed Bonus and the Contingent Bonus) in an aggregate amount exceeding US$200,000 in accordance with this clause 13 (each a ***Specified Bonus Recipient***) shall, on or before the Closing Date, enter into a non-compete and non-solicitation agreement in a form that is reasonably satisfactory to the Purchaser with effect from Closing Date (a ***Non-Compete and Non-Interference Agreement***). The Parties further agree that the payment of the Permitted Transaction Bonus to each and any Specified Bonus Recipient is subject to and conditional upon the Seller's delivery of a copy of the Non-Compete and Non-Interference Agreement duly executed by such Specified Bonus Recipient to the Purchaser in accordance with this clause 13.3 and paragraph 1(i) of Part A of Schedule 2;

13.4 For the purposes of determining whether, and the extent to which, the Contingent Bonus is payable under clause 13.2, the Target Group's Cash balance at Closing:

(a) shall be determined without giving effect to (i) the Permitted Transaction Bonus payable at Closing pursuant to this clause 13; and (ii) where the PPP Loan Settlement Amount is fully discharged by CAT US or a Target Company prior to Closing in accordance with clause 10.1(a), the Cash balance will be calculated as if such amount had not been paid; and

(b) shall not be increased by drawing down on existing loans, or the entry into of new loans, or otherwise managing cashflow other than in the ordinary course of business, in the period prior to Closing.

14. Insurance

14.1 From the date of this Agreement until (and including) the Closing Date, the Seller shall continue in force and comply with all policies of insurance in respect of the Target Companies.

15. Termination of Intercompany Arrangements

15.1 At or prior to Closing, the Seller shall procure that:

(a) all Intercompany Arrangements are terminated with effect from Closing;

(b) all liabilities under the Intercompany Arrangements are settled in full; and

(c) each relevant Target Company is released in full from all obligations and liabilities arising under or in connection with such Intercompany Arrangements.

15.2 At Closing, upon receipt by the Seller of the Loan Settlement Amount in full, the Seller shall procure that (i) the Intercompany Loans are irrevocably discharged in full by each relevant Target Company to the other relevant member of the Target Group; and (ii) all Shareholder Loans are irrevocably discharged in full by each relevant Target Company to the relevant member of the Seller Group, in each case in a form and manner reasonably satisfactory to the Purchaser and reasonably feasible for the Seller.

15.3 The payment of the Loan Settlement Amount by the Purchaser in accordance with clause 2.1 and clause 15.2 shall constitute full and final discharge of the Target Group's obligations under the Intercompany Loans and the Shareholder Loans.

15.4 The Seller undertakes to procure that the Target Group shall not repay, or increase the amount outstanding under, the Intercompany Loans and the Shareholder Loans prior to Closing.

16. Tax Matters

16.1 The Parties agree that the Withholding Tax Amount shall be deducted from the Closing Payment payable by the Purchaser to the Seller at Closing in accordance with paragraph 1(c) of Part B of Schedule 2. Upon such deduction, the Seller shall be deemed to have fully satisfied any liability or obligation in respect of the Withholding Tax Amount and will have no further liability or obligation to the Purchaser in respect of the Withholding Tax Amount.

16.2 For the purpose of clause 16.1, ***Withholding Tax Amount*** means an amount of U.S. withholding Tax equal to thirty per cent (30%) of the aggregate amount of all accrued and unpaid interest on the applicable Shareholder Loans and Intercompany Loans from the date of accrual up to and including the Closing Date, calculated in accordance with the terms of the relevant loan agreements and in accordance with applicable Law. An illustrative example of the Withholding Tax Amount as of 31 August 2026 (the ***Estimated Withholding Tax Amount***), assuming that the Closing Date is such date, together with the underlying calculation methodology therefor (the ***Withholding Tax Calculation Methodology***”), is set forth in Schedule 6 , which Estimated Withholding Tax Amount shall not be binding on the Parties and shall be updated as at the actual Closing Date by the Parties in accordance with the binding Withholding Tax Calculation Methodology pursuant to clause 16.3.

16.3 Within two (2) Business Days after the Unconditional Date: (i) the Seller shall deliver to the Purchaser a statement setting out its calculation of the Withholding Tax Amount as of the Closing Date, together with reasonable supporting documentation, prepared in a manner consistent with the Withholding Tax Calculation Methodology (the ***Tax Closing Statement***); and (ii) the Purchaser shall, within two (2) Business Days after receipt of such statement and supporting documentation, (a) confirm that it is satisfied with the Tax Closing Statement or (b) acting reasonably, notify the Seller that it does not accept the Tax Closing Statement and specify the Purchaser's reasons for such non-acceptance and its proposed adjustments to the Tax Closing Statement. If the Parties, each acting reasonably and in good faith, are unable to agree on the Withholding Tax Amount prior to Closing, the Purchaser shall be entitled to withhold the amount it reasonably determines in accordance with the Withholding Tax Calculation Methodology to be the Withholding Tax Amount from the Closing Payment in accordance with clause 16.1.

16.4 Before the Closing, the Company, CATL HK, and CMD shall have made elections to be treated as entities disregarded as separate from their respective owners for US federal income Tax purposes pursuant to Treasury Regulations Section 301.7701-3 effective as of the Closing Date, with the Seller having provided the Purchaser a reasonable opportunity to review and comment on the relevant IRS Forms 8832 prior to filing and having incorporated any of the Purchaser's reasonable comments thereto (collectively, the ***Tax Elections***). Notwithstanding any other provision of this Agreement, the Purchaser shall reimburse the Seller for any Costs directly and solely attributable to the Tax Elections for up to US$2,500 per entity.

16.5 For one (1) year following Closing Date, the Seller agrees to furnish to the Purchaser as reasonably promptly as practicable, such information and assistance relating to the Target Group that is in its possession, as is reasonably requested by Purchaser for the filing of any Tax Returns, for the preparation or any audit or examination and for the prosecution or defense of any pending or threatened Tax claim with respect to a taxable period ending on or before the Closing Date; provided, however, that Seller will have no obligation to provide any confidential information of Seller, including any Tax Returns or access to its books and records.

16.6 The Seller shall procure the Target Companies to prepare and timely file all Tax Returns required to be filed under applicable Law by them on or prior to the Closing Date, on a basis consistent with those prepared for prior taxable periods unless a different treatment of any item is required by applicable Law. Such Tax Returns shall be true and correct and completed in accordance with applicable Law.

16.7 All Transfer Taxes imposed by any Tax Authority, regardless of the entity on which such Taxes are imposed, shall be borne and paid by the Purchaser, and the Purchaser shall prepare the Tax Returns attributable to such Transfer Taxes and shall timely file any such Tax Returns and other documentation with respect to such Transfer Taxes. The Seller shall cooperate with the Purchaser to the extent reasonably requested under this clause 16.7.

17. Guarantees and other Third Party Assurances

17.1 The Seller shall use its reasonable efforts to ensure that each Target Company is released in full from all Third Party Assurances given by it in respect of obligations of any member of the Seller Group at Closing.

18. Information, Records and Assistance Post-Closing

18.1 For one (1) year following the Closing Date:

(a) each member of the Purchaser Group shall provide the Seller (at the Seller's cost) with reasonable access at reasonable times to (and the right to take copies of) the books, accounts, and other records held by it after Closing to the extent that they relate to the Target Companies and to the period up to Closing (the ***Purchaser Records***) but only for the purposes of, and to the extent the relevant member of the Purchaser Group deems it to be reasonably necessary for, the preparation of any Tax return or regulatory filing by the Seller (or any member of the Seller Group); and

(b) the Seller shall provide the Purchaser (at the Purchaser's cost) with reasonable access at reasonable times, upon prior written notice, to (and the right to take copies of) the books, accounts, customer lists and all other records held by it after Closing to the extent that they primarily relate to the operations of the Target Companies (the ***Seller Records***) but only for the purposes of the preparation of any Tax return or regulatory filing by the Purchaser (or any member of the Purchaser Group).

These obligations are subject to the provisions of clause 22.

18.2 Following Closing, the Seller shall promptly give to the Purchaser all written notices, correspondence, information or enquiries received by it primarily in relation to the Target Companies.

19. Purchaser Guarantee

19.1 In consideration of the Seller entering into this Agreement, the Purchaser Guarantor unconditionally and irrevocably guarantees to the Seller as a continuing obligation that the Purchaser will comply properly and punctually with its obligations with respect to the payment of the Upfront Payment in accordance with clause 3.2 and the payment of the Closing Payment in accordance with clauses 2.1 and 2.2 and paragraph 1(c) of Part B of Schedule 2 of this Agreement, and will promptly pay and discharge all actual and direct losses, liabilities, damages, costs and expenses (including any reasonable legal and other professional fees and expenses) incurred by the Seller directly arising out of or in connection with any failure by the Purchaser to comply with such obligations, provided that the Purchaser Guarantor shall only be liable for any losses that are reasonably foreseeable and shall not be liable for any indirect, special or consequential losses. The obligations of the Purchaser Guarantor under this clause shall be joint and several with the Purchaser.

20. Payments

20.1 Any payment to be made pursuant to this Agreement by the Purchaser (or any member of the Purchaser Group) shall be made to the Seller Dividend Account. The Seller acknowledges that no payment may be made from the Seller Dividend Account until the Special Dividend has been paid in full. The Seller agrees to pay each member of the Seller Group that part of each payment to which it is entitled.

20.2 Any payment to be made pursuant to this Agreement by the Seller (or any member of the Seller Group) shall be made to the Purchaser's Bank Account.

The Purchaser agrees to pay each member of the Purchaser Group that part of each payment to which it is entitled.

20.3 Payments under clauses 20.1 and 20.2 shall be in immediately available funds by electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligation.

20.4 If any sum due for payment in accordance with this Agreement is not paid on the due date for payment, the person in default shall pay Default Interest on that sum from, but excluding, the due date to, and including, the date of actual payment calculated on a daily basis.

21. Costs

21.1 Except as otherwise provided in this Agreement (or any other Transaction Document), the Seller and the Purchaser shall each be responsible for its own Costs incurred in connection with the Proposed Transaction.

22. Announcements

22.1 Notwithstanding clause 23, and other than the Announcement and the Circular Documents, neither the Seller nor the Purchaser (nor any of their respective Affiliates) shall make any public announcement or issue any communication to shareholders in connection with the existence or subject matter of this Agreement (or any other Transaction Document) without the prior written approval of the other (such approval not to be unreasonably withheld or delayed).

22.2 The restriction in clause 22.1 shall not apply:

(a) to the extent such communication is required for the purpose of obtaining internal approval in respect of the Proposed Transaction;

(b) to customary reporting activities to limited partners of the affiliated investment funds of the Purchaser Group; and

(c) to the extent that the announcement or communication to shareholders is required by applicable Law or by any stock exchange or any regulatory, governmental or antitrust body (including the Stock Exchange and the SFC) having applicable jurisdiction, provided that the Party proposing to make the announcement or issue the communication to shareholders shall first inform the other Party of its intention to do so and take into account the reasonable comments of the other Party.

23. Confidentiality

23.1 For the purposes of this clause 23, ***Confidential Information*** means:

(a) information relating to the provisions and subject matter of, and negotiations leading to, this Agreement and the other Transaction Documents;

(b) in relation to the obligations of the Purchaser, any information received or held by the Purchaser (or any of its Representatives) relating to the Seller Group or, before Closing, any of the Target Companies; and

(c) in relation to the obligations of the Seller, any information received or held by the Seller (or any of its Representatives) relating to the Purchaser Group or, following Closing, any of the Target Companies,

and includes written information and information transferred or obtained orally, visually, electronically or by any other means.

23.2 Each of the Seller and the Purchaser shall (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not disclose Confidential Information to any person except: (i) for disclosure made to its Affiliates, (ii) as permitted by clause 22 or this clause 23 or (iii) as the other Party approves in writing.

23.3 Subject to clause 23.4 below, clause 23.2 shall not prevent disclosure by a Party or any of its Representatives to the extent it can demonstrate that:

(a) the absence of such disclosure would materially interfere with the disclosing Party's ability to fulfil its obligations under this Agreement;

(b) disclosure is required by Law or by any stock exchange or any regulatory, governmental or antitrust body (including the Stock Exchange, the SFC or any Tax Authority) having applicable jurisdiction (provided that, except in connection with disclosure to a Tax Authority, the disclosing party shall first inform the other Party of its intention to disclose such information and take into account the reasonable comments of the other Party);

(c) disclosure is reasonably necessary in connection with the management of the Tax affairs of a Party, its Affiliates or advisors, provided that such Affiliates or advisors shall be obligated to maintain confidentiality;

(d) disclosure is of Confidential Information which was lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records) without any obligation of secrecy before its being received or held;

(e) disclosure is of Confidential Information which has previously become publicly available other than through that Party's action or failure to act (or that of its Representatives);

(f) disclosure is made to lending banks, financial institutions or any other funding or prospective funding (whether debt or equity) parties of the Purchaser or any of its Affiliates or arrangers of such funding (or their respective Affiliates) or rating agencies engaged by or on behalf of the Purchaser, together with their directors, officers and advisers provided such parties are under a duty of confidentiality on substantially the same terms as this clause 23.

23.4 Each of the Seller and the Purchaser undertakes that it (and its Affiliates) shall only disclose Confidential Information to Representatives:

(a) if it is reasonably required for purposes connected with this Agreement; and

(b) if the Representatives are informed of the confidential nature of the Confidential Information.

23.5 The confidentiality obligations under this clause 23 will continue in effect for five (5) years from the date of this Agreement, unless the Parties agree in writing to extend them.

24. Assignment

24.1 Except as provided in this clause 24 or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, hold on trust or encumber all or any of its rights under this Agreement or any other Transaction Document nor grant, declare, create or dispose of any right or interest in any of them. Any purported assignment in contravention of this clause 24 shall be void.

24.2 The Purchaser may assign its rights under this Agreement and/or any Transaction Document to which it is a party, and such rights may be enforced by, (i) any member of the Purchaser Group and/or any fund managed or advised by Arcline Investment Management, LP which is the legal and/or beneficial owner from time to time of any or all of the Shares as if it were the Purchaser under this Agreement; or (ii) any bank(s) and/or financial institution(s) lending money or making other banking facilities available to the Purchaser (or any member of the Purchaser Group) for the acquisition of the Shares, provided that no such assignment shall (i) create any binding obligations or liability on the Target Companies prior to Closing or (ii) create any binding obligation or liability of, or impose any additional Costs on, any member of the Seller Group, whether prior to or after Closing.

25. Wrong pockets

25.1 The Seller confirms that there are no asset, liability, property, book, record or right held by the Seller or a member of the Seller Group that is exclusively used by the Target Group or necessary for the Target Group to carry on its business.

26. Further Assurances

26.1 Each of the Seller and the Purchaser shall, from Closing, execute, or procure the execution of, such further documents as may be required by Law or be necessary to implement and give effect to the Transaction Documents and secure to the Purchaser the full benefit of the rights, powers and remedies conferred upon the Purchaser under the Transaction Documents.

26.2 Each of the Seller and the Purchaser shall procure that its Affiliates (in case of the Seller, the Seller Group) comply with all obligations under the Transaction Documents that are expressed to apply to any such Affiliates.

27. Notices

27.1 Any notice to be given by one Party to the other Party in connection with this Agreement shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier using an internationally recognised courier company.

27.2 A notice shall be effective upon receipt and shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by email. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

27.3 The addresses and email addresses of the Parties for the purpose of clause 27.1 are:

Seller For the attention of: Zhang Zhibiao	Address: Unit B, 15/F., United Centre, 95 Queensway, Hong Kong, China	Email: Zhangzb009@avic.com
Purchaser For the attention of: Robert Nelson	Address: c/o Arcline Investment Management LP, 3803 Bedford Avenue Suite 106 Nashville, TN 37215	Email: robert@arcline.com
Purchaser Guarantor For the attention of: Robert Nelson	Address: c/o Arcline Investment Management LP, 3803 Bedford Avenue Suite 106 Nashville, TN 37215	Email: robert@arcline.com

27.4 Each Party shall notify the other Party in writing of a change to its details in clause 27.3 from time to time.

28. Conflict with other Agreements

If there is any conflict between the terms of this Agreement and any other agreement, this Agreement shall prevail (as between the Parties and as between any members of the Seller Group and any members of the Purchaser Group) unless: (i) such other agreement expressly states that it overrides this Agreement in the relevant respect; and (ii) the Seller and the Purchaser are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Agreement in that respect.

29. Whole Agreement

29.1 This Agreement and the other Transaction Documents together set out the whole agreement between the Parties in respect of the sale and purchase of the Shares and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Proposed Transaction. It is agreed that:

(a) no Party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other Party (or any of its Representatives) in relation to the Proposed Transaction that is not expressly set out in this Agreement or any other Transaction Document;

(b) the only right or remedy of a Party in relation to any provision of this Agreement or any other Transaction Document shall be for breach of this Agreement or the relevant Transaction Document; and

(c) except for any liability in respect of a breach of this Agreement or any other Transaction Document, no Party (or any of its Representatives) shall owe any duty of care or have any liability in tort or otherwise to the other Party (or its respective Representatives) in relation to the Proposed Transaction.

29.2 Nothing in this clause 29 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

29.3 Each Party agrees to the terms of this clause 29 on its own behalf and as agent for each of its Representatives.

30. Waivers, Rights and Remedies

30.1 Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement or any of the Transaction Documents shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

31. Counterparts

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

32. Variations

No amendment of this Agreement (or of any other Transaction Document) shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

33. Invalidity

Each of the provisions of this Agreement and the other Transaction Documents is severable. If any such provision is held to be or becomes invalid or unenforceable under the law of any jurisdiction, the Parties shall use all reasonable efforts to replace it with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

34. Third Party Enforcement Rights

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of its terms.

35. Governing Law and Arbitration

35.1 This Agreement shall be governed by and interpreted in accordance with Hong Kong laws.

35.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the validity, interpretation, performance, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (***HKIAC***) under the Hong Kong International Arbitration Centre

Administered Arbitration Rules in force when the Notice of Arbitration is submitted (***Arbitration Rules***).

35.3 The law of this arbitration clause shall be Hong Kong law. The seat of the arbitration shall be Hong Kong. The Seller and the Purchaser will each appoint one arbitrator in accordance with the Arbitration Rules. The two party-appointed arbitrators will, within the time period prescribed by the Arbitration Rules, agree on and nominate the third arbitrator, who will act as the presiding arbitrator. If the party-appointed arbitrators fail to agree on the presiding arbitrator within that time period, the presiding arbitrator will be appointed by HKIAC in accordance with the Arbitration Rules. The arbitration proceedings shall be conducted in the English language.

35.4 Unless otherwise specified in the arbitral award, the expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing party.

Schedule 1 Conduct of the Target Companies in The Pre-Closing Period

The acts and matters referred to for the purposes of clause 5.1(c) are as follows:

(a) the declaration, authorisation or payment by any Target Company of any dividend or other distribution (whether in cash, stock or in kind) or the reduction, purchase or redemption of any of the paid-up shares of any Target Company;

(b) the issue of, or grant of any option over or other right to subscribe for, any share or other security of any Target Company;

(c) the reorganisation of any Target Company;

(d) the sale or other disposition of any Target Company's assets with a value in excess of US$2,000,000, except for the sale of any inventory on arm's length terms in the ordinary course of business and consistent with past practice;

(e) the (A) assignment, abandonment or permitting to lapse, or (B) grant of any license or sublicense other than on arm's length terms in the ordinary course of business and consistent with past practice, of any Target Company's proprietary rights;

(f) the acquisition (whether by merger or consolidation or the purchase of equity interests or assets) of another business;

(g) the entry into, amendment, termination, acceleration, modification, or cancellation of any contracts (A) with Cirrus Aircraft on terms that are, taken as a whole, materially inferior to the existing terms in place with any member of the Target Group; (B) with Boeing; or (C) with a value or involving expenditure of more than US$2,000,000 and with a term of one year or more, in each case, other than acceptance of purchase orders or procurement activities on arm's length terms and in the ordinary course of business and consistent with past practice;

(h) any equity investments in, or the making of any loans to, any other person (other than to another Target Company);

(i) the cancellation, compromise, waiver, or release of any rights or claims involving more than US$2,000,000 in the aggregate;

(j) allowing capital expenditure by the Target Companies in excess of US$2,000,000 in the aggregate;

(k) the entry into of any transactions with the Broader Seller Group, excluding transactions conducted between a Target Company (on one hand) and Cirrus Aircraft or Align Aerospace LLC (on the other hand), in each case, on arm's length terms;

(l) subject to clause 10, the commencement or settlement of any litigation which could result in a payment to, or by, a Target Company in excess of US$2,000,000 in the aggregate;

(m) in respect of any Target Company:

    (i) grant or commitment of any cash incentive awards, bonuses or similar compensation or any increase in salaries, bonuses, or other compensation, except for any annual cash bonuses and salary adjustments not in excess of those for the prior calendar year or required under the existing employment agreements or Benefit Plans;

(ii) establishment of or changes to Benefit Plans, other than amendments required by applicable Law or that are not materially adverse to the Target Company;

(iii) acceleration of any payments or benefits to Employees, former employees or other service providers or former service providers, other than as required under existing arrangements or applicable Law; or

(iv) take any action to fund or in any other way secure the payment of compensation or benefits under any Benefit Plan.

(n) any hiring, termination, assignment, transfer of the engagement or change in terms of engagement of any employee or other service provider whose total annual compensation opportunity exceeds US$200,000;

(o) negotiation, entry into, extension or amendment to any collective bargaining agreement, works council agreement or other commitment, undertaking, guarantee or agreement (including in relation to wage increases) with or towards any union, works council or other employee representatives or group of employees as bargaining representative, except for those required under applicable law, including legal requirements of works council law;

(p) the (A) except as set forth in clause 16.4, making or change of any material Tax election, (B) adoption or change of any Tax accounting method, (C) entry into any Tax sharing agreement, closing agreement or Tax ruling, (D) surrender of any right to receive a refund of material Taxes, (E) settlement or compromise of any claim, notice, audit report, voluntary disclosure or assessment in respect of Taxes, (F) consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, (G) filing of any amended income Tax Return, or (H) registering of any Target Company to pay Tax in a jurisdiction in which such Target Company, as applicable, was not previously registered; and

(q) any agreement by any Target Company to do or give effect to any of the foregoing matters.

Schedule 2 Closing Obligations

Part A: Seller Closing Obligations

1. At or before Closing, the Seller shall deliver or ensure that there is delivered to the Purchaser (or made available to the Purchaser's reasonable satisfaction):

   (a) a share transfer instrument (the ***Share Transfer Instrument***) duly executed by the Seller in favour of the Purchaser in respect of the transfer of the Shares to the Purchaser;

   (b) the share certificate relating to all the Shares in the name of the Seller (if any);

   (c) a letter of resignation duly executed by such directors and officers who were appointed by the Seller and whom the Purchaser notifies the Seller prior to Closing in respect of their positions in the Target Companies;

   (d) a copy (certified by a duly appointed officer as true and correct) of a resolution of the board of directors of:

      (i) the Seller authorising the execution of and the performance by the Seller of its obligations under this Agreement and each of the other Transaction Documents to be executed by it; and

      (ii) the Company approving (I) the transfer of Shares under this Agreement, (II) the entry of the name of the Purchaser in the register of members of the Company as the holder of the Shares, (III) the cancellation and issuance of share certificate(s) in relation to the transfer of Shares under this Agreement, (IV) the resignation and appointment of such directors and officers as the Purchaser and the Seller may notify to the Seller and the Purchaser (as applicable) in respect of their positions in the Company, and (V) the change of client of record of the Company with its BVI registered agent; and

   (e) a copy (certified by a duly appointed officer as true and correct) of the updated register of members of the Company showing that the Purchaser is the owner of the Shares;

   (f) a certificate of an officer of the Seller to the effect that each of the Warranties is true and correct in all material respects as at Closing;

   (g) a written confirmation that each of the Intercompany Arrangements, the Intercompany Loans and the Shareholder Loans has been repaid and terminated at or prior to Closing, in each case, in accordance with clause 15, together with any documents evidencing such termination;

(h) a copy of written notice of the Proposed Transaction to the landlord in accordance with the lease between CAT US, SFG and BPG, pursuant to the lease agreement dated July 30, 2018, for the headquarters facility located at Brookley Aeroplex, 2039 S. Broad St., Mobile, Alabama 36615, which was delivered no less than 30 days prior to the Closing; and

(i) a copy of the Non-Compete and Non-Interference Agreement duly executed by each Specified Bonus Recipient, each in a form that is reasonably satisfactory to the Purchaser.

2. On Closing, the Seller shall procure that the Company delivers to the Company's BVI registered agent the duly executed Share Transfer Instrument, together with any other supporting documentation requested by the Company's BVI registered agent in respect of the registration of the transfer of the Shares to the Purchaser.

Part B: Purchaser Closing Obligations

1. At Closing, the Purchaser shall:

(a) execute the Share Transfer Instrument in respect of the transfer of the Shares from the Seller;

(b) deliver a copy of the written consent of the sole member of the Purchaser authorising the execution of and the performance by the Purchaser of its obligations under this Agreement and each of the other Transaction Documents to be executed by it;

(c) effect (or cause to be effected) payment, by the receipt of an electronic funds transfer to the Seller Dividend Account in immediately available funds, in accordance with clauses 2.1, 3.5, 4.4, 10.2 or 10.3(a), whichever is applicable, 16.1, 20.1 and 20.3 an amount equal to:

(i) the Closing Payment;

(ii) *minus* the Upfront Payment;

(iii) *minus* the Pre-Closing Notified Leakage Amount;

(iv) *minus* (A) the PPP Loan Settlement Amount if such PPP Loan Settlement Amount is fully discharged prior to Closing; or (B) the PPP Loan Holdback Amount if the PPP Loan Settlement Amount is not fully discharged prior to Closing, in each case, in accordance with clause 10.1(a); and

(v) *minus* the Withholding Tax Amount; and

(d) provide a copy of the instruction duly executed by the Purchaser to the Escrow Agent in accordance with the terms of the Escrow Agreement to release the Upfront Payment to the Seller Dividend Account in accordance with clause 3.5.

Part C: General

1. All documents and items delivered at Closing pursuant to this Schedule 2 shall be held by the recipient to the order of the person delivering the same until such time as Closing shall be deemed to have taken place. Simultaneously with:

    (a) delivery of all documents and all items required to be delivered at Closing (or waiver of the delivery of it by the person entitled to receive the relevant document or item); and

    (b) receipt of an electronic funds transfer to the Seller Dividend Account in immediately available funds in accordance with clauses 2.1, 3.5, 4.4, 10.2 or 10.3(a), whichever is applicable, 16.1, 20.1 and 20.3 of an amount equal to:

        (i) the Closing Payment;

        (ii) *minus* the Upfront Payment;

        (iii) *minus* the Pre-Closing Notified Leakage Amount;

        (iv) *minus* (A) the PPP Loan Settlement Amount if such PPP Loan Settlement Amount is fully discharged prior to Closing; or (B) the PPP Loan Holdback Amount if the PPP Loan Settlement Amount is not fully discharged prior to Closing, in each case, in accordance with clause 10.1(a); and

        (v) *minus* the Withholding Tax Amount;

    (c) delivery of the instruction duly executed by the Seller and the Purchaser to the Escrow Agent in accordance with the terms of the Escrow Agreement to release the Upfront Payment to the Seller Dividend Account in accordance with clause 3.5,

    the documents and items delivered in accordance with this Schedule 2 shall cease to be held to the order of the person delivering them and Closing shall be deemed to have taken place.

Schedule 3 Seller Warranties

1. The Seller Group and the Shares

1.1 Authorisations, valid obligations, filings and consents.

(a) Subject to fulfilment of the Conditions, the Seller and each Target Company has obtained all corporate authorisations and (other than to the extent relevant to the Conditions) all other governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement and any other Transaction Document to which it is a party.

(b) Entry into and performance by each member of the Seller Group and each Target Company of this Agreement and/or any Transaction Document to which it is a party will not: (i) breach any provision of its Constitutional Documents; or (ii) (subject to fulfilment of the Conditions) result in a breach of any Laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority.

(c) This Agreement and the Transaction Documents will, when executed, constitute valid and binding obligations of the Seller and the relevant Target Company.

(d) Subject to fulfilment of the Conditions, neither entry into this Agreement nor implementation of the Proposed Transaction will (i) result in violation or breach of any Laws or regulations in any relevant jurisdiction as applicable to such member of the Seller Group or such Target Company, or (ii) amount to a violation or default with respect to any statute, regulation, order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction, by any member of the Seller Group or any Target Company, where, in each case, the breach, conflict or violation would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement and/or any Transaction Document to which it is a party.

(e) Except as referred to in this Agreement, no member of the Seller Group or any Target Company (i) is required to make any announcement, consultation, notice, report or filing or (ii) requires any consent, approval, registration, authorisation or permit, in each case in connection with the execution and performance of this Agreement or any other Transaction Document.

1.2 The Seller Group, the Shares and the Target Companies.

(a) Each of the Seller and the Target Companies is validly incorporated, in good standing, in existence and duly registered under the laws of its jurisdiction of incorporation. Each of the Target Companies has full power under its Constitutional Documents to conduct its business as conducted at the date of this Agreement.

(b) The Shares constitute the whole of the issued shares of the Company. All the Shares are fully paid and there is no liability to pay any additional contributions on the Shares and the Seller is or will at Closing be: (i) the sole legal and beneficial owner of the Shares free from all Third Party Rights; and (ii) entitled to transfer or procure the transfer of the full ownership of the Shares to the Purchaser on the terms set out in this Agreement.

(c) No person has the right (exercisable now or in the future and whether contingent or not) to call for the allotment or issue of or to otherwise receive any share or loan capital in any Target Company.

(d) All the issued shares in each Subsidiary are legally and beneficially owned by Target Companies free from all Third Party Rights. All such shares are fully paid and there is no outstanding liability to pay any additional contribution on the shares.

(e) Neither the Company, CATL HK nor CMD has any assets or liabilities (other than (i) the Shareholder Loans, (ii) the Intercompany Loans, and (iii) expenses incurred in the ordinary course of business), or has carried on any business operations, other than for the purpose of holding shares in the Subsidiaries.

1.3 Other interests. The structure chart of the Target Group set out in Section 1.3 of the Disclosure Letter is true and accurate and not misleading. No Target Company owns or has any interest of any nature in any shares, debentures or other securities issued by any undertaking (other than another Target Company).

2. Financial Matters

2.1 The Last Accounts. The Last Accounts have been prepared and presented in accordance with the HKFRS as on the Last Accounts Date and give a true and fair view of the financial position of the Target Companies and their assets and liabilities as at the Last Accounts Date and of the profits and losses and cash flows of the Target Companies for the period ended on that date in all material respects. The Last Accounts have been prepared using bases, policies, principles, practices, methods and techniques which are consistent with those used in preparing the financial statements for the prior two fiscal year accounting periods, and are not materially affected by any extraordinary, exceptional or non-recurring items.

2.2 Management Accounts. The Management Accounts (i) have been prepared in good faith and with all due care and attention and in accordance with accounting policies, statements, methods, techniques and practices used in preparing the Last Accounts applied on a consistent basis in all material respects; (ii) give a true and fair view of the financial position of the Target Companies as at the Management Accounts Date and their profits for the period ended on that date in all material respects; and (iii) have been prepared from the underlying books and records of the Target Group.

2.3 Locked Box Accounts. The Locked Box Accounts (i) have been prepared in good faith and with all due care and attention and in accordance with accounting policies, statements, methods, techniques and practices used in preparing the Last Accounts applied on a consistent basis in all material respects; (ii) give a true and fair view of the financial position of the Target Companies as at the Locked Box Date and their profits for the period ended on that date in all material respects; and (iii) have been prepared from the underlying books and records of the Target Group.

2.4 Position since Locked Box Date. Since the Locked Box Date:

(a) there has been no Material Adverse Change;

(b) the Target Companies have carried on their business in the ordinary and usual course of business, and no Target Company has made or agreed to make any payment other than routine payments in the ordinary and usual course of business and Permitted Leakage;

(c) no Target Company has acquired or disposed of, or agreed to acquire or dispose of, any one or more assets in a single transaction or series of connected transactions, where the value of such assets, exceeds US$2,000,000;

(d) no Target Company has made any changes in terms of employment, including pension fund commitments, which taken together could:

(i) increase the total staff costs of the Target Companies by more than 5% per annum; or

(ii) result in the total remuneration of any one director, former director, Employee or former employee being in excess of US$200,000 per annum, except with the prior written consent of the Purchaser;

(e) there has been no material increase or decrease in the levels of debtors or creditors or in the average collection or payment periods for the debtors and creditors respectively of any Target Company;

(f) no Target Company has issued or agreed to issue any share or loan capital or other similar interest; and

(g) no Target Company has declared, authorised, paid or made, any dividend or other distribution (whether in cash, stock or in kind), nor has any Target Company reduced its paid-up shares.

2.5 No undisclosed liabilities. There are no material actual or contingent liabilities of any of the Target Companies except for: (i) liabilities specifically disclosed and adequately provided for in the Locked Box Accounts; (ii) liabilities incurred in the ordinary and usual course of business since the Locked Box Date (none of which is a liability resulting from a breach of contract, claim, breach of warranty, tort, infringement or misappropriation, environmental matter, or that relates to any cause of action, claim or lawsuit), which, taken together, is not reasonably expected to be material individually or in aggregate.

2.6 Past transactions in accordance with applicable Laws. Whilst it has been a subsidiary of the Seller, each Target Company has carried out all transactions in accordance with all applicable Laws and regulations in all material respects. No such transaction constituted a transfer at an undervalue or an unlawful distribution or unlawful financial assistance by or to any Target Company. At no time during the period have the net assets (being the aggregate value of all the assets less the aggregate value of all the liabilities of the relevant company at the relevant time) of any Target Company been less than the aggregate amount of its shares and undistributable reserves.

2.7 Accounting and other records. The statutory books, books of account and other records of each Target Company required to be kept by applicable Laws in any relevant jurisdiction are up-to-date and have been maintained in accordance with those Laws and relevant generally accepted accounting practices on a proper and consistent basis in all material respects, and comprise in all material respects complete and accurate records of all information required to be recorded. All such statutory books, books of account and other records are in the possession or under the control of a Target Company together with all documents of title and executed copies of all existing material agreements which are necessary for the proper conduct of its business and to which the relevant Target Company is a party.

3. Debt position

3.1 Debts owed to the Target Companies. No Target Company has lent any money which is due to be repaid and as at the date of this Agreement has not been repaid to it and no Target Company owns the benefit of any debt (excluding trade receivables arising in the ordinary course of business and other than the Intercompany Loans).

3.2 Debts owed by the Target Companies. No Target Company owes any Financial Debt other than the Shareholder Loans and the Intercompany Loans. No Target Company has received any notice to repay any Financial Debt which is repayable on demand. To the Seller’s knowledge, no material event of default or any other event or circumstance which would entitle any person to call for early repayment of any Financial Debt of any Target Company or to enforce any security given by any Target Company (or, in either case, any event or circumstance which with the giving of notice would constitute such an event or circumstance) has occurred.

4. Regulatory Matters

4.1 Licences.

(a) Each Target Company has obtained all licences, permissions, authorisations (public or private) and consents (together, ***Approvals***) required for carrying on its business effectively in the places and in the manner in which it is carried on at the date of this Agreement and in accordance with all applicable Laws and regulations, in each case, in all material respects. A summary of all Approvals is set out in Section 4.1(a) of the Disclosure Letter.

(b) These Approvals are in full force and effect, are not limited in duration or subject to any unusual or onerous conditions, have been complied with and are capable of being transferred or otherwise shall continue in effect following the Closing, to the extent permissible under law.

(c) So far as the Seller is aware, there are no circumstances which indicate that any Approval will or is likely to be revoked or not renewed, in whole or in part, in the ordinary course of events (whether as a result of the Proposed Transaction or any of the Transaction Documents or otherwise). In particular, neither the execution nor the consummation of the Proposed Transaction has resulted or will result in any Significant Changes in respect of any Production Certificate or Parts Manufacturer Approval held by the Target Group, nor has any Target Company received notification from the relevant FAA office or official (which if in written form shall be promptly provided to the Purchaser, and if delivered verbally shall be summarized and promptly delivered to the Purchaser in writing), following disclosure of the Proposed Transaction indicating that the FAA is not prepared to, or is otherwise unwilling to (i) either issue (A) an amendment to the Target Companies' Aviation Authorizations or (B) new Aviation Authorizations of the same scope and content as the existing Aviation Authorizations to the Target Companies; in each case, promptly following Closing, or (ii) allow the Target Company to continue its operations uninterrupted after Closing under its existing Aviation Authorizations pending issuance of such amendment or new Aviation Authorizations of the same scope and content as the existing Aviation Authorizations.

4.2 Compliance with Laws. Each Target Company has, in all material respects, conducted its business and corporate affairs in accordance with its memorandum and articles of association, by-laws or other equivalent constitutional documents and in all material respects in accordance with all applicable Laws and regulations (including applicable Laws in relation to Taxation). No Target Company is in material default of any statute, regulation, order, decree or judgment of any Governmental Entity in any jurisdiction.

4.3 Compliance with US bulk data rules. To the Seller's knowledge, no Target Company or any member of the Seller Group has been involved in any "covered data transactions" subject to 28 C.F.R. Part 202 that violate the US Bulk Data Final Rules.

4.4 Compliance with BVI Laws. The Company has made all regulatory and other filings required to be made by it under the laws of BVI, including without limitation, under the BVI Business Companies Act (as amended), the Economic Substance (Companies and Limited Partnerships) Act (as amended), the Beneficial Ownership Secure Search System Act (as amended), and related rules and regulations (collectively, the ***BVI Laws***). The Company is in compliance in all material respects with the BVI Laws and is not subject to any notice of non-compliance, penalty, or enforcement action under the BVI Laws.

5. The Business Assets

For the purposes of this clause 5, a ***material asset*** shall mean an asset with a book value of US$500,000 or more but does not include any of the Real Properties.

5.1 Ownership. Each Target Company owns or is legally entitled to use all material assets necessary to carry on its business in all material respects, and such material assets are within the control or possession of each Target Company and are free and clear of all Third Party Rights.

5.2 Adequacy of assets. The rights, properties and assets of each Target Company and the facilities and services to which each Target Company has a contractual right together include all rights properties, assets, facilities and services which are necessary in all material respects for the Purchaser Group to carry on the business of the Target Companies after Closing in the places and substantially in the manner in which it is carried on as at the date of this Agreement. No Target Company depends in any material respect on the use of assets owned, or facilities and services provided, by any member of the Seller Group which will not be transferred to a member of the Purchaser Group or a Target Company on Closing.

5.3 Condition. To the Seller's knowledge, all the plant, machinery, equipment and vehicles used by each Target Company are in a good state of repair in all material respects and are not unsafe, obsolete or in need of renewal or replacement in any material respect, and have been maintained and calibrated in all material respects in accordance with the standards of all manufacturers and applicable Governmental Entities in the normal course. There is currently no material deferred maintenance related to any material asset and there are no facts or conditions affecting any of the material assets that would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the material assets in any material respect or any portion thereof in the operation of each Target Company's business that would have a material adverse impact.

5.4 Stocks. The current raw materials and stock of each Target Company are not unreasonably excessive but are adequate in relation to their current trading requirements, are in good and merchantable condition, subject to normal wear and tear and customary reserves, and are not obsolete in any material respect.

6. Insurance

6.1 Insurances. Section 6.1 of the Disclosure Letter sets forth the following information for each insurance policy to which a Target Company is or has been a party: (i) the name of the insurer, the name of the policyholder, and the name of each covered insured; (ii) the policy number and the period of coverage; (iii) the scope and amount of coverage; and (iv) details of all claims made under such policy in excess of US$300,000 in the three (3) years before the date of this Agreement. With respect to each insurance policy: (a) the policy is legal, valid, binding, enforceable, and in full force and effect; (b) to the Seller’s knowledge, the policy will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the Proposed Transaction; and (c) no Target Company is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred that, with notice or lapse of time, would constitute such a breach or default, or permit termination under the policy by any party to the policy.

7. Contractual Matters

7.1 Material contracts. Save as disclosed on Section 7.1 of the Disclosure Letter, no Target Company is a party to any agreement or arrangement:

(a) under which, by virtue of the Proposed Transaction, any other party is entitled to terminate, amend, accelerate or otherwise modify any Material Contract or any material rights or obligations thereunder, or requires the consent of any counterparty in connection with the Proposed Transaction;

(b) which was entered into not in the ordinary course of business or not on arm’s length terms;

(c) which is with any member of the Broader Seller Group and is not on an arm’s length basis;

(d) which requires, or confers any right to require, the allotment or issue of any shares, debentures or other securities of any Target Company now or at any future time;

(e) which establishes any joint venture, consortium, partnership or profit (or loss) sharing agreement or arrangement;

(f) under which any Target Company has sold or disposed of any company or business where it remains subject to any liability (whether contingent or otherwise);

(g) which involves or is likely to involve expenditure by any Target Company totalling in excess of US$2,000,000 per annum or any obligation of a material nature or magnitude; and

(h) which cannot be performed within its terms within 12 months after the date on which it was entered into or cannot be terminated on less than 12 months' notice.

7.2 Defaults. To the Seller's knowledge, no Target Company is in default under any agreement or arrangement to which it is a party. So far as the Seller is aware, there are no circumstances likely to give rise to such a default. No party with whom any Target Company has entered into any agreement or arrangement is in material default under it and there are no circumstances likely to give rise to such a default. For this purpose, ***material*** refers to any default which would have a cost to the Target Companies (including a loss of profit) of US$1,000,000 or more.

8. Customers and Suppliers

8.1 Suppliers. Section 8.1 of the Disclosure Letter is a complete and accurate list of top ten (10) suppliers by dollar volume of purchases (aggregated with Affiliates of such suppliers for purposes hereof) for the Target Companies' business (the ***Top Suppliers***) as at (i) the Last Accounts Date and (ii) March 31, 2026. The Top Suppliers have provided the Target Companies with sufficient and timely supplies of goods and services with reasonably satisfactory quality in the three (3) years prior to the date of this Agreement. There are not currently any existing or pending disputes between any of the Target Companies and any of the Top Suppliers.

8.2 Customers. Section 8.2 of the Disclosure Letter is a complete and accurate list of top ten (10) customers by dollar volume of sales (aggregated with Affiliates of such customers for purposes hereof) for the Target Companies' business (the ***Top Customers***) as at (i) the Last Accounts Date and (ii) March 31, 2026. No Target Company has received any complaints from any of the Top Customers concerning alleged material defects in the services or products of the Target Company in the three (3) years prior to the date of this Agreement. No Target Company is involved in any material existing or pending disputes with any of the Top Customers.

8.3 So far as the Seller is aware, there has been no material reduction in the business expectations, volume, or terms between (i) any Target Company and (ii) any of the Top Suppliers or Top Customers, nor has any Top Supplier or Top Customer communicated any intention to materially reduce or terminate its business relationship with any Target Company.

9. Products

9.1 Defective products. Save as disclosed on Section 9.1 of the Disclosure Letter, no Target Company has manufactured, sold or supplied any product which (i) was or is unsafe at the time of sale or supply or (ii) does not comply with all applicable Laws, regulations, standards and requirements in all relevant jurisdictions at the time of sale or supply.

9.2 Recall, withdrawal and remediation. No Target Company has carried out any voluntary or mandatory recall or withdrawal of products, conducted any remediation or retrofit campaign or issued any product warning to customers and/or end consumers in the last five years, other than (i) routine remediation actions, product withdrawals or service bulletins carried out in the ordinary course of business, or (ii) matters publicly disclosed or publicly available.

10. Litigation

10.1 Litigation. Save as disclosed in Section 10.1 of the Disclosure Letter, no Target Company is a claimant or defendant in or otherwise a party to any material litigation, arbitration or administrative proceedings (including any proceedings before any tribunal or in relation to publicly awarded contracts) which are in progress or pending by or against or concerning it or any of its assets, and of which the relevant Target Company has received formal written notice or has otherwise been formally notified or served. The Seller is not aware of any circumstances which are likely to give rise to any such proceeding.

10.2 Investigations. So far as the Seller is aware, save as disclosed in Section 10.2 of the Disclosure Letter, no governmental, administrative, regulatory or other official investigation or inquiry concerning the Seller or any Target Company is in progress or pending and there are no circumstances likely to lead to any such investigation or inquiry.

11. Insolvency etc.

11.1 Insolvency. No bankruptcy, insolvency or judicial composition proceedings concerning any Seller or any Target Company have been applied for. So far as the Seller is aware, no circumstances exist which would require an application for any bankruptcy, insolvency or judicial composition proceedings concerning the Seller or any Target Company nor do any circumstances exist according to any applicable bankruptcy or insolvency Laws which would justify the avoidance of this Agreement.

12. IP/IT

12.1 Business IP. Each Target Company is the legal owner of all of the rights and interests in, or has validly licensed to it, all of the Business IP. Such Business IP are free from all Third Party Rights in all material respects, in accordance with customary industry practice. Section 12.1 of the Disclosure letter contains a complete and accurate list of the registered Business IP.

12.2 No infringement. So far as the Seller is aware, none of the operations of any Target Company infringe, or has in the three (3) years before the date of this Agreement infringed, the Intellectual Property Rights of a third party, in accordance with customary industry practice. No third party is infringing or has in the three (3) years before the date of this Agreement infringed, the Business IP.

12.3 Information technology. The Target Company has implemented commercially reasonable technical, physical, administrative, and operational measures designed to secure Personal Information and Target Company Data within its custody or control from compromise of confidentiality, integrity, availability or security. No Target Company has received any written notice from a third party alleging that a Target Company is in default under any IT Contract. There has been no unauthorized access, use, disclosure, or other breach of security of Personal Information or other Target Company Data, and the Target Company has not provided or been required under applicable Data Protection Requirements to provide notification of any breach of privacy or data security.

12.4 Data protection. Each Target Company currently and has (i) complied with all material Data Protection Requirements in all material respects and (ii) contractually obligated any third parties that process, access, or store Personal Information or other Target Company Data to abide by terms that are compliant in all material respects with applicable Data Protection Requirements. Neither the Seller nor any Target Company has received any notice or allegation that any Target Company has not complied with any of the applicable Data Protection Requirements. No Person, including any Governmental Entity, has made any claim or commenced any action against any Target Company with respect to alleged violations of applicable Data Protection Requirements. Neither the execution, delivery or performance of this Agreement, nor the consummation of the Proposed Transaction will cause any material violation of applicable Data Protection Requirements.

13. Real Estate

13.1 Title to Owned Property. Section 13.1 of the Disclosure Letter contains true, complete and accurate details (including address and tax assessors parcel number or its equivalent) of all real properties currently owned by any Target Company (such real property, the ***Owned Real Property***). The relevant Target Company owns good and valid title to the Owned Real Properties, free and clear of any Encumbrances, other than Permitted Encumbrances, and there are no outstanding agreements (including options or rights of first refusal) to purchase any of the Owned Real Properties.

13.2 Title to Leased Real Property. Section 13.2 of the Disclosure Letter contains true, complete and accurate details of all real property leased, licensed or otherwise controlled, occupied or used by any Target Company (such real property, the ***Leased Real Property*** and collectively with the Owned Real Property, the ***Real Property***) and all leases, subleases, licenses or other occupancy agreements, including all amendments, modifications, supplements and guaranties with respect thereto (each, a ***Real Property Lease*** and, collectively, the ***Real Property Leases***). The Target Group has made available to the Purchaser true, complete and accurate copies of each Real Property Lease. Each Real Property Lease is valid and binding on the relevant Target Company, enforceable in accordance with its terms, and, so far as the Seller is aware, on the counterparty thereto. The relevant Target Companies have valid leasehold interests in the Leased Real Properties as applicable, free and clear of any Encumbrances, other than Permitted Encumbrances.

13.3 Possession and occupation. Subject to the rights of landlord and other parties under the applicable Real Property Leases and applicable law, the Target Company's possession and quiet enjoyment of the Real Property has not been disturbed and each Target Company is in possession of the whole of each of the Real Properties and no other person is in, or actually or conditionally entitled to, or has a right of possession, occupation, use or control of any of the Real Properties.

13.4 Outgoings. The Real Properties are not subject to the payment of any outgoings other than the usual and customary rates and Taxes and, in the case of leaseholds, rent, insurance rent and service charge.

13.5 Real Property condition. The Real Property (and all improvements thereon) is in good operating condition and repair and otherwise suitable for the conduct of the business of the relevant Target Company and is maintained in a manner consistent with standards generally followed with respect to similar properties, and is structurally sufficient and otherwise suitable for the conduct of the business. Neither the operation of the Target Companies on the Real Properties nor such Real Properties, including the improvements thereon, violate in any material respect any applicable lease, building code, zoning requirement or statute relating to such property or operations thereon, and any such non-violation is not dependent on so-called non-conforming use exceptions. No Real Property is subject to any condemnation or similar proceeding, and neither Seller Group nor the Target Companies have received notice that the same is pending or threatened with respect to any Real Property. The Target Companies have not performed, or caused to be performed, any capital improvements to the Leased Real Properties whereby (i) any Target Company would be required to be removed under the applicable Real Property Lease and (ii) the Target Companies reasonably expect such removal would cost the Target Companies more than US$100,000 in expenditures as a result after the date hereof.

13.6 Leased Real Properties. To the Seller’s knowledge, in relation to those Leased Real Properties:

(a) neither the Target Companies nor, so far as the Seller is aware, any other party to any Real Property Leases are in material breach of any covenants, conditions and agreements contained therein, (i) there are no subsisting notices alleging any such breach or default, and (ii) so far as the Seller is aware, no facts or circumstances exist that would reasonably be expected to give rise to any such material breach or default;

(b) no rent is currently under review;

(c) no Target Company has commuted any rent or other payment or paid any rent or other payment ahead of the due date for payment;

(d) no surety has been released, expressly or by implication;

(e) no tenancy is being continued after the contractual expiry date whether pursuant to statute or otherwise; and

(f) no Target Company has any continuing actual or contingent material liability in respect of any property formerly occupied by it and each Target Company has performed all of its obligations under any termination or surrender contracts pursuant to which it has terminated or surrendered any leases, subleases, licenses or other occupancy contracts for real property that are no longer in effect and has no material continuing Liability with respect to such terminated contracts.

14. Environmental and Health and Safety Matters

14.1 Compliance with Environmental Laws.

(a) To the Seller's knowledge, each Target Company is, and for the past five (5) years has been, in compliance with Environmental Laws and Environmental Consents in all material respects;

(b) there are no facts, circumstances, or conditions, including any hazardous substance contamination at, on, or under any material property currently or formerly owned, leased or occupied by any Target Company, which may give rise to any material liability, obligation or duty of any Target Company under Environmental Laws.

(c) To the Seller's knowledge, there are no claims or proceedings pending against any Target Company with respect to any breach of or liability under Environmental Laws or Environmental Consents relating to the Target Companies; and

(d) no Target Company has received any written statutory complaints or statutory notices alleging or specifying any breach of or liability under any Environmental Laws or Environmental Consents relating to the Target Companies.

14.2 Environmental Consents. All Environmental Consents required for any material activities at any material Real Property have been obtained and are in full force and effect. No Environmental Consent held by any Target Company is subject to any restrictions (except for those set out under Environmental Law) on its transfer or any restrictions or requirements on any change of ownership of shares in any Target Company.

14.3 Environmental Reports. Seller has provided to Purchaser all environmental site assessments, investigations, audits, and other evaluations in its possession or reasonable control relating to the Target Companies and properties currently or formerly owned, leased or occupied by the Target Companies.

15. Employment

15.1 Census. Subject to applicable law, to the Seller's knowledge, the Data Room contains the following details and copy documents which are, in all material respects, complete and accurate:

(a) in respect of each Employee (i) employee identification details (including job title and work location), (ii) base salary, (iii) employing entity, and (iv) length of service;

(b) copies of all current contracts of employment and supplementary agreements or arrangements for all Key Managers;

(c) an anonymised list of any persons currently engaged by any Target Company as an independent contractor, worker or consultant together with details of their arrangements (including length of assignment, remuneration and notice provisions);

(d) the identity of any trade union, works council or other employee representative body, together with copies of all material recognition, procedural or other material agreements or arrangements currently in place between any Target Company and any body representing the Employees or any of them; and

(e) the terms of all bonus or other incentive schemes applicable to any of the Employees or any former employees of any Target Company together with details of awards currently outstanding or promised, to be provided in respect of directors of any Target Company and/or Employees (including number of participants, date of grant, normal vesting date, and applicable performance conditions).

15.2 <u>Benefits</u>.

(a) Subject to applicable law, the Data Room contains a complete and accurate list of each Benefit Plan. The Seller has made available to the Purchaser an unredacted copy of, to the extent applicable, with respect to each Benefit Plan, (i) such Benefit Plan, (ii) each trust, insurance, annuity or other funding contract related thereto, (iii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (iv) the three (3) most recent annual reports on Form 5500 required to be filed with the US Internal Revenue Service with respect thereto, and (v) the most recent summary plan description and any material modification with respect thereto.

(b) Except for the Continental Motors UAW Pension Plan, no Target Company has sponsored, maintained, contributed to or been required to maintain or contribute to, or has any actual or contingent liability under, any benefit plan that is subject to Section 302 or Title IV of ERISA or Section 412 or 430 of the US IR Code or is otherwise a defined benefit pension plan (including any multiemployer plan (as defined in Section 3(37) or 4001(a)(3) of ERISA)). No Benefit Plan provides health, medical or other welfare benefits after retirement or other termination of employment (other than continuation coverage required under Section 4980B(f) of the US IR Code). No Benefit Plan is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the US IR Code).

(c) To the Seller's knowledge, there are no facts or circumstances that would reasonably be expected to result in the loss of the qualified status of any such Benefit Plan; provided that no representation is made regarding the outcome of any future determination or opinion letter issued by the U.S. Internal Revenue Service.

(d) To the Seller's knowledge, no Employee is entitled to receive any gross-up or additional payment in connection with the Tax required by Section 409A or Section 4999 of the US IR Code.

(e) The information supplied to the actuary by the Seller for the purposes of, or contained in, the latest actuarial valuation (the ***Actuarial Valuation***) of the Continental Motors UAW Pension Plan as at 31 December 2025 (the ***Valuation Date***) is true and accurate in all material respects and, to the knowledge of the Seller, the Actuarial Valuation is a true and accurate valuation of the scheme as at the Valuation Date, on the basis of the actuarial methods and assumptions referred to in it. Since the Valuation Date, there has been no act, event or omission which would or might cause any material adverse change in the Actuarial Valuation of the Continental Motors UAW Pension Plan if this were repeated as at Closing calculated on the basis of the on-going funding assumptions referred to in the Actuarial Valuation.

(f) All contributions, insurance premiums, tax and expenses due to and in respect of the Target Company pension schemes have at all times been made, in all material respects, in accordance with the provisions of the pension schemes or as otherwise required by law and the recommendations of the actuary to the pension schemes and those which fall due for payment before the date of Closing will have been paid by that date.

15.3 Compliance. To the Seller's knowledge, the Target Companies have in relation to each of their Employees and former Employees complied in all material aspects with all obligations owed to and in respect of the Employees and former employees of any Target Company, including under legislation, regulations, codes of conduct, codes of practice, collective agreements, terms and conditions of employment, orders, agreements with third parties and awards relevant to their conditions of service or to the relations between the relevant Target Company and the Employees or former employees or any recognised trade union or body representing the Employees or former Employees and has not incurred any material liability to any Employee or former employee in respect of any accident or injury.

15.4 No payments in respect of termination or suspension. The Target Companies have not made or agreed to make a payment or provided or agreed to provide a benefit to a present or former director, officer, employee or Employee or to their dependants in connection with the actual or proposed termination or suspension of employment or variation of an employment contract, other than payments made in the ordinary course of business or required under applicable law.

15.5 No transaction related payment. To the Seller's knowledge, none of the execution and delivery of this Agreement or any of the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby (alone or in conjunction with any other event, including any termination of employment on or following the Closing) (i) entitle any present or former director, employee, officer, service provider or Employee to any compensation or benefit, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefits for any present or former director, employee, officer, service provider or Employee or trigger any other obligation under any Benefit Plan, (iii) result in any breach or violation of or default under or limit the Target Company's right to amend, modify or terminate any Benefit Plan or (iv) result in the payment of any "excess parachute payment" (as defined in Section 280G(b)(1) of the US IR Code).

15.6 No future variation. No arrangement has been entered into or is promised regarding any future variation to the terms and conditions of employment of any of the Employees or engagement of any independent contractors, workers or consultants.

15.7 No outstanding offer. As of the date of this Agreement, no offer of employment or engagement with an annual compensation in excess of US$200,000 has been made by any Target Company that has not yet been accepted, or that has been accepted but where the employment or engagement has not yet started.

15.8 No amounts owing. There are no material sums or other liabilities owing by the Target Companies to any Employee or former Employee, other than amounts representing reimbursement of expenses, wages for the current salary period and accrued holiday pay for the current holiday year.

15.9 Loans. There are no loans or notional loans to any current or former director or Employee or any of their nominees or associates made or arranged by the Target Companies, other than ordinary course advances, expense reimbursements, or similar arrangements.

15.10 Key Managers. No Key Manager has given or received notice terminating his or her employment or other engagement and, to the knowledge of the Seller, no such Key Manager has any current intention of giving such notice. There is no provision in any contract of employment or otherwise giving a right or an increased right to any Key Manager which may arise on or otherwise in connection with the acquisition of the Shares, or which is contingent on a change of control or ownership of the Target Companies.

15.11 No claims. So far as the Seller is aware, there is no material litigation, claim or other dispute existing, pending or threatened by or in respect of any existing employee representative body or any of the Employees, former directors, officers, employees, or any current or former independent contractors, workers or consultants of any Target Company in respect of their employment or engagement or any matter arising therefrom.

15.12 No strikes or collective redundancies. As at the date of this Agreement there is not (nor is the Seller aware of circumstances that could give rise to), and in the two-year period prior to the date of this Agreement there has not been, any labour strike, labour organizing activities, collective redundancies, mass lay-off, business closing, material dispute, work stoppage or lockout by or of any group of Employees.

16. Anti-Bribery, Anti-Money Laundering and Sanctions

16.1 During the past five (5) years, (i) the Target Companies, (ii) the Seller, (iii) any person who is or has been a director or Senior Manager, of any Target Company or the Seller, and (iv) so far as Seller is aware, any person who is or has been an Associated Person of any Target Company have not: (a) offered, made, promised to make, or authorized any contribution, bribe, payoff, loan, reward, influence payment, kickback, or other similar payment to any person, private or public, regardless of form, whether in money, property, services or anything else of value for purposes of (A) influencing any act or decision of any person, (B) inducing any Government Official to do or omit to do any act in violation of his or her lawful duty, or (C) securing any improper advantages; or (D) inducing any Government Official to use his or her influence to affect or influence any act or decision of a government or instrumentality thereof, to assist any Target Company or any person knowingly related to any Target Company, in obtaining or retaining business; or (b) otherwise violated any applicable Anti-Bribery Laws and Money Laundering Laws.

16.2 Each of the Target Company and Seller (i) maintains policies and procedures reasonably designed to ensure compliance with Anti-Bribery Laws and Money Laundering Laws and (ii) keeps and has kept accurate and fair records of its activities in all material respects, including financial records, books, and accounts, in a form and manner and level of detail appropriate to its size and resources.

16.3 None of the Target Companies, nor any of their respective directors, officers, agents, employees, or Affiliates, is a Sanctioned Person. To the Seller's knowledge, during the past five (5) years, none of the Target Companies has provided or received any product, technology, or service, directly or indirectly, to or from or otherwise engaged in any transaction or dealing involving any Sanctioned Person.

16.4 To the Seller's knowledge, none of (i) the Target Companies or (ii) the Seller Group is (a) a party to any litigation, arbitration nor administrative proceedings involving any Target Company or the Seller or (b) subject to a governmental, administrative, regulatory or other official investigation, inquiry, enforcement or self-disclosure, in each case, with respect to the Money Laundering Laws that is pending or threatened.

17. International Trade Laws

17.1 Neither a Target Company nor any member of the Seller Group has, during the past five (5) years:

(a) been a Sanctioned Person or 50% or greater owned or controlled by a Sanctioned Person, or held more than 10% of its or their Equity Interests in a Sanctioned Person, and that none of its or their Senior Managers or Associated Persons are or have, during the past five (5) years, been Sanctioned Persons;

(b) participated in or facilitated any agreement, transaction, dealing (i) with or for the benefit of, or otherwise made available any funds or economic resources to, any Sanctioned Person or Sanctioned Territory, in violation of Sanctions, (ii) involving any property of a Sanctioned Person, in violation of International Trade Laws, or (iii) exported, re-exported or otherwise transferred any good, technology, or software or rendered any service, in violation of International Trade Laws;

(c) been in violation of any requirements under International Trade Laws relating to:

(i) the obtaining, maintenance, or use of any export or import licenses, permits, or authorizations;

(ii) the payment of applicable duties, tariffs and fees; or

(d) been in breach of, or subject to any penalties, or fines, pursuant to any International Trade Laws, or engaged in any transaction that evades or circumvents any International Trade Laws; or

(e) to Seller's knowledge, been subject to any actual litigation, legal action, claim, demand, suit, arbitration, investigation, inquiry, hearing, prosecution, settlement, order or other proceeding or administrative or criminal or enforcement action related to any known, alleged, or suspected violations of International Trade Laws.

18. Government Contracts

18.1 No Target Company holds, and for the past two (2) years has not held, any Government Contracts. No Target Company has any pending Government Bids.

19. Tax

19.1 Returns, computations and notices. All Tax Returns that are required to be made, filed or given by each Target Company for any Taxation purpose have been made, filed or given within the requisite periods and are in all material respects up-to-date and correct. No Target Company (i) is currently involved in any current or pending material dispute, audit, exam, claim, or other proceeding (nor is one being threatened in writing) with any Tax Authority or (ii) is or has been the subject of any investigation, non-routine enquiry, audit, or non-routine visit by any Tax Authority. As of the date of this Agreement, no material deficiency with respect to Taxes (or amounts in respect of Taxes) has been proposed, asserted or assessed in writing by a Tax Authority against any of the Target Companies that is unresolved.

19.2 Payment of Taxes and disputes. Each Target Company has in all material respects paid all Tax that it has become liable to pay under applicable Law and no Target Company is involved in any material dispute in relation to Taxation with any Tax Authority in the past five (5) years. All Taxes in connection with any reorganization, recapitalization or share transfer involving any Target Company, which have become due and payable, have been paid in full.

19.3 Withholding. All material amounts of Taxes required to be withheld or collected by each Target Company has been withheld and, to the extent required, have been paid over to the appropriate Tax Authority.

19.4 Tax resident. No Target Company is treated for any Taxation purpose as resident in a country other than the country of its incorporation and no Target Company has, or has had in the past five (5) years a branch, agency or permanent establishment in a country other than the country of its incorporation. None of the income or profits of a Target Company is subject to Taxation in a jurisdiction other than such Target Company's country of incorporation.

19.5 PPP Loan. CAT US received one Paycheck Protection Program loan under the CARES Act in the original principal amount of $7,427,000 (the ***PPP Loan***). To the Seller's knowledge, CAT US was eligible to receive the PPP Loan under applicable Law at the time the PPP Loan was made, including the CARES Act and related guidance. To the Seller's knowledge, the Target Companies' application for the PPP Loan, any application for forgiveness of the PPP Loan, and all information and certifications submitted in connection with any such application (including any certification regarding the need for, and use of, proceeds) were submitted in good faith and were true and correct in all material respects when made.

19.6 Tax Reserves. The financial statements of the Target Group properly and adequately accrue or reserve for Tax liabilities as of the Locked Box Date in accordance with GAAP/IFRS, as applicable. The unpaid Taxes of the Target Companies do not materially exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the balance sheet (rather than in any notes thereto) as of the Locked Box Date. No Target Company has liability for unpaid Taxes accruing after Locked Box Date, except for Taxes arising in the ordinary course of business following such date.

19.7 USRPHC. No Target Company has ever been, at any time, a "United States Real Property Holding Corporation" within the meaning of Section 897(c)(2) of the IR Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the IR Code, and each Target Company has filed with the US Internal Revenue Service all statements, if any, which are required under Treasury Regulations Section 1.897-2(h)(2).

19.8 Permitted Encumbrances. There are (and immediately following the Closing there will be) no Encumbrances on the assets of any Target Company relating or attributable to Taxes other than Permitted Encumbrances. There is no basis for the assertion of any claim relating or attributable to Taxes which, if adversely determined, would result in any Encumbrances for Taxes on the assets of any Target Company.

19.9 Reportable Transaction. No Target Company has engaged in a "listed transaction," as set forth in Treasury Regulation Section 1.6011-4(b).

19.10 VAT. Each Target Company has complied with and observed in all material respects the terms of all enactments in relation to VAT in any jurisdiction and all notices, provisions, and conditions made or issued thereunder including the terms of any agreement reached with any Tax Authority.

19.11 Special Arrangements. No Tax Authority has operated or agreed to operate any special arrangement (being an arrangement which is not based on relevant legislation or published practice) in relation to any Target Company's affairs.

19.12 Transfer Pricing. All material transactions between any Target Companies have been on arm's length terms with any applicable provisions of applicable Law regarding transfer pricing, including Section 482 of the US IR Code and the Treasury Regulations thereunder. If applicable, each Target Company has properly and in a timely manner documented its transfer pricing methodologies in material compliance with the US IR Code, the Treasury Regulations, and any other applicable provision of applicable Law.

19.13 Income and Deductions. No Target Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Locked Box Date as a result of (A) any installment sale or open transaction disposition made on or prior to the Locked Box Date, (B) any prepaid amount received or deferred revenue accrued on or prior to the Locked Box Date, (C) any "closing agreement," as described in Section 7121 of the US IR Code (or any corresponding provision of state, local or non-U.S. income tax law) entered into on or prior to the Locked Box Date, (D) a change in the method of accounting for a period ending prior to or including the Locked Box Date, (E) any use of an improper method of accounting for a taxable period ending on or prior to the Locked Box Date, (F) any election under Section 965(h) of the US IR Code (or other similar item under federal, state or non-U.S. law) or (G) the utilization of dual consolidated losses described in Treasury Regulations issued under Section 1503(d) of the US IR Code (or other similar item under federal, state or non-U.S. law), an overall foreign loss within the meaning of Section 904(f) of the US IR Code (or other similar item under federal, state or non-U.S. law) that could cause the recognition or recapture of income on or prior to the Locked Box Date.

19.14 Tax Agreements. No Target Company is party to or bound by any Tax sharing, indemnification or allocation agreement or other similar contract, other than any customary commercial contracts entered into in the ordinary course of business which do not primarily relate to Taxes.

19.15 Successor Liability. No Target Company has ever (A) been a member of an affiliated group (within the meaning of Section 1504(a) of the US IR Code) other than a group the common parent of which was a Target Company, (B) been a party to any Tax sharing, indemnification or allocation agreement (other than any customary commercial contracts entered into in the ordinary course of business which do not primarily relate to Taxes), nor does any Target Company owe any amount under any such agreement, (C) had any liability for the Taxes of any other person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract, by operation of law or otherwise, or (D) been a party to any joint venture, partnership or other arrangement that could be treated as a partnership for Tax purposes.

19.16 Spin-offs. No Target Company has, prior to the date of this Agreement, constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the US IR Code.

19.17 Tax Authorities. No closing agreements, voluntary disclosure agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to Taxes have been entered into or issued by any Tax Authority with or in respect of any Target Company. No Target Company (i) has requested or received any letter ruling from the US Internal Revenue Service (or any comparable ruling from any other Tax Authority) or (ii) is party to an arrangement or agreement with any Tax Authority that requires it to take any action or to refrain from taking any action relating to Taxes or that would be terminated as a result of the transactions contemplated by this Agreement.

19.18 Tax Holidays. Each Target Company is in compliance with all terms and conditions of any Tax exemption, Tax holiday or other Tax reduction agreement or order, in each case, that is not generally available to persons without specific application therefor.

19.19 Exemption Certificates. Each Target Company has properly collected and retained valid exemption certificates, direct pay permits, and other documentation necessary to substantiate each claimed tax exemption.

Schedule 4 Purchaser and Purchaser Guarantor Warranties

1. The Purchaser is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

2. The Purchaser has obtained all corporate authorisations and (other than to the extent relevant to the Conditions) all other governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would adversely affect to a material extent its ability to enter into and perform its obligations under this Agreement.

3. This Agreement and the Transaction Documents which are to be entered into by a member of the Purchaser Group will, when executed, constitute valid and binding obligations of the relevant member of the Purchaser Group.

4. Entry into and performance by each member of the Purchaser Group of this Agreement and/or any Transaction Document to which it is a party will not: (i) breach any provision of its Constitutional Documents; or (ii) (subject, where applicable, to fulfilment of the Conditions) result in a breach of any Laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement and/or any Transaction Document to which it is a party.

5. The Purchaser has available cash or available loan facilities which will at Closing provide in immediately available funds the necessary cash resources to pay the Closing Payment and meet its other obligations under this Agreement.

6. The Purchaser Guarantor hereby represents and warrants that, as of the date of this Agreement and as of the Closing Date: (i) no event of default or default has occurred and is continuing in respect of the Facilities under the Credit Agreement; (ii) all conditions precedent to borrowing under the Facilities required in order to fund the Closing Payment in full (subject to applicable deductions under this Agreement) will be satisfied or duly waived in accordance with the terms of the Credit Agreement on or prior to the Closing Date; and (iii) the aggregate amount of commitments available to the Purchaser Guarantor under the Facilities, after giving effect to any outstanding loans and other utilizations thereunder, is sufficient to fund the Closing Payment in full (subject to applicable deductions under this Agreement) at Closing.

Schedule 5 Shareholder Loans and Intercompany Loans

Below sets out the Shareholder Loans and Intercompany Loans as of May 31, 2026. For the avoidance of doubt, the amounts of the Shareholder Loans and Intercompany Loans as set out in this Schedule 5 are inclusive of the principal and accrued interest.

Part A Shareholder Loans

No.	Creditor	Debtor	Description	Outstanding Amount (US$)
1.	Seller	Company	Shareholder Loan	$234,916,497.32
2.	Seller	CAT US	Shareholder Loan	$46,656,156.73
3.	Seller	Company	The Company due to the Seller	$100,193.52
4.	Seller	CAT US	Acquisition bank fee payable (succeeded from indirect controlling shareholder)	$400,000.00
5.	Seller	Continental Aerospace Technologies GmbH	Acquisition bank fee payable (succeeded from indirect controlling shareholder)	$2,918,360.97
6.	Seller	CAT US	Audit fee paid by the Seller on behalf of CAT US	$189,227.73
7.	Seller	CMD	CMD due to the Seller	$14,718.69
8.	CATL HK	Seller	CATL HK due from the Seller	$(4,484,551.64)
Total Amount				**$280,710,603.31**

Part B Intercompany Loans

No.	Creditor	Debtor	Description	Outstanding Amount (US$)
1.	Company	CATL HK	Loan to CATL HK allowing CATL HK to invest in CAT US	$68,200,000.00
2.			CAT US acquisition loan	$180,000,000.00
3.			Continental Aerospace Technologies GmbH acquisition loan	$54,916,497.32
4.	CATL HK	CAT US	CAT US acquisition loan	$75,905,091.09
5.	CATL HK	CMD	Continental Aerospace Technologies GmbH acquisition loan	$46,917,501.83
6.	CMD	Continental Aerospace Technologies GmbH	Continental Aerospace Technologies GmbH acquisition loan	$19,932,779.07

Schedule 6 Calculation of the Estimated Withholding Tax Amount

Lender	Borrower	Loan Reference
Shareholder Loans		
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan A
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan B
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan C
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan D
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan E
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan F
Continental Aerospace Technologies Holding Limited	Continental Aerospace Technologies, Inc.	Loan G
Intercompany Loan		
Continental Aerospace Technologies Limited	Continental Aerospace Technologies, Inc.	CMG

1. Shareholder Loans

WHT through 8/31/2026					
Loan	Remaining Loan Principal Balance	Remaining Stated Accrued Interest	2026 Imputed Interest	Penalties and Interest	Total All accrued and imputed Interest
Loan A	8,485,169	1,060,407	95,302	-	1,155,709
Loan B	5,500,000	612,309	60,048	-	672,357
Loan C	10,000,000	481,463	104,298	-	585,761
Loan D	10,000,000	1,519,159	114,779	-	1,633,938
Loan E	3,500,000	434,953	38,934	-	473,888
Loan F	3,000,000	348,998	32,826	-	381,825
Loan G	2,000,000	226,127	21,747	-	247,874
TOTAL	42,485,169	4,683,417	467,935		**5,151,352**
				Applicable WHT Rate	30%
				Total WHT Due	**1,545,406**

Note 1*: The previous loan repayments in tax years 2022 – 2025 on Loan A totaling US$40.5 million were allocated between interests and principals based on a pro rata method. The relevant withholding tax for tax years 2022 – 2025 of US$1.45 million and US$362,000 of estimated penalties and interest were paid to the IRS on March 18, 2026, submitted via EFT as a single remittance with tax year 2025 indicated.*

Note 2*: The accrued interest at the stated annual rate of 2.2% has been computed as simple interest.*

Note 3*: The imputed interest has been computed monthly based on the difference between the stated interest rate and the monthly short -term Applicable Federal Rate ("AFR") rate.*

Intercompany Loans

WHT through 8/31/2026				
Remaining Loan Principal Balance	Remaining Stated Accrued Interest	2026 Imputed Interest	Penalties and Interest	Total All accrued and imputed Interest
60,000,000	16,328,543	801,044	-	**17,129,587**
			Applicable WHT Rate	30%
			Total WHT Due	**5,138,876**

***Note 1**: The accrued interest at the stated annual rate of 2.8% has been computed as simple interest.*

***Note 2**: The imputed interest has been computed yearly based on the difference between the stated interest rate and the monthly short -term AFR rate.*

Schedule 7 Definitions and Interpretation

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Affiliate means, in relation to any person, any other person that, directly or indirectly, controls or is controlled by, or is under common control with the first mentioned person, in each case from time to time, provided that, (i) in the case of the Purchaser, ***Affiliate*** shall not include any portfolio company of any investment fund managed or advised by Arcline Investment Management, LP; and (ii) in the case of the Seller, ***Affiliate*** shall not include any entity that is not directly or indirectly controlled by AVIC Innovation (HK) Group Limited (formerly AVIC International (HK) Group Limited);

Announcement means the announcement in relation to the Proposed Transaction, the VSD, the Special Dividend to shareholders of the Seller, the Proposed Delisting and any other matters required to be disclosed under the requirements imposed by the Stock Exchange and the SFC and pursuant to applicable Law, which shall be jointly issued by the Seller and the Purchaser on or around the date of this Agreement;

Anti-Bribery Law means any Law that relates to bribery or corruption, or that otherwise prohibits the improper giving of anything of value to a government or public official, including (without limitation) the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, in each case as amended, re-enacted or replaced from time to time;

Approval has the meaning given to it under paragraph 4.1(a) of Schedule 3;

Approval Threshold means the approval (by way of poll) by the Independent Shareholders representing at least 75% of the votes attaching to the Seller's shares held by all Independent Shareholders voting either in person or by proxy at the relevant general meeting; and the number of votes cast against the relevant resolution (by way of poll) by the Independent Shareholders present and voting either in person or by proxy at the relevant general meeting is not more than 10% of the votes attaching to the Seller's shares held by all Independent Shareholders;

Arbitration Rules has the meaning given to it under clause 35.2;

Associated Person means, in relation to a company, a person (including any director, officer, employee, agent or other intermediary) who performs services for or on behalf of that company;

Aviation Authority means any Governmental Authority or quasi-governmental authority in the United States or other jurisdiction (foreign or domestic) that is vested with the control and supervision of, or has jurisdiction over, the registration, airworthiness, design, production, operation, or maintenance of any aircraft, or other matters relating to civil or military aviation within the jurisdiction, including the FAA and the United States Department of Transportation and their non-U.S. equivalents;

Aviation Authorizations means all approvals, licenses, registrations, authorizations, and certificates required to perform any work being performed by the Target Companies or to engage in the operations conducted by the Target Companies and other registrations, authorizations, and certificates required by any Aviation Authority for the Target Companies for the conduct and operations of Target Companies' business as currently conducted, including Type and Production Certificates, Supplemental Type Certificates, and Parts Manufacturer Approvals;

Benefit Plan means any welfare plan, pension plan or bonus, incentive, deferred compensation, equity or equity-based compensation, employment, consulting, severance, change in control, retention, termination or other compensation or benefit plan, program, policy, agreement or arrangement, in each case, sponsored, maintained, contributed to or required to be maintained or contributed to by any Target Company for the benefit of any Employee or any dependent, former employee, director or officer or to which any Target Company is a party or with respect to which any Target Company has any actual or contingent liability;

Boeing means Boeing Distribution Service, Inc. (formerly known as Aviall Service, Inc);

BPG means Burton Property Group;

Broader Seller Group means the Seller, any direct or indirect controlling shareholders of the Seller (including the Seller Controlling Shareholders) and any entity that is controlled by the Seller or such controlling shareholders from time to time, and excluding the Target Companies;

Budget means the projected capital expenditure of the Target Group for the financial year ending 31 December 2026, as set out Data Room folder CVDR>01 2025 Performance & Outlook>01.03 2026 CC AOP;

Business Day means a day other than a Saturday or Sunday or public holiday in Hong Kong, the PRC and the United States on which banks are open in Hong Kong, the PRC and the United States for general commercial business;

Business IP means all Intellectual Property Rights used by the Target Companies;

Business Systems means all information technology and computer systems, including software, computer hardware, electronic data processing and information and communications systems, relating to the generation, transmission, storage, maintenance or processing of data and information, whether or not in electronic form, that are owned, controlled, or used by any Target Company;

BVI means the British Virgin Islands;

BVI Laws has the meaning given to it under paragraph 4.4 of Schedule 3;

Cash means the aggregate amount of bank cash of the Target Group calculated on a consolidated basis. For the purpose of this definition, Cash shall be net of all outstanding checks, drafts, transfers, and wires, and include the amount of checks, drafts, transfers, and wires received and deposited by the Target Group but not yet cleared and shall exclude any Restricted Cash;

CAT US means Continental Aerospace Technologies, Inc., a corporation established under the laws of the State of Alabama and a wholly-owned subsidiary of CATL HK;

CATL HK means Continental Aerospace Technologies Limited, a company incorporated under the laws of Hong Kong and a wholly-owned subsidiary of the Company;

CICC *means* China International Capital Corporation Hong Kong Securities Limited;

Circular Documents has the meaning given to it in clause 7.3;

Cirrus Aircraft means Cirrus Aircraft Limited, a company incorporated under the laws of the Cayman Islands with its shares listed on the Main Board of the Stock Exchange, together with its subsidiaries;

Claim means any claim for breach of the Warranties;

Closing means completion of the sale and purchase of the Shares in accordance with the provisions of this Agreement;

Closing Date means the date on which Closing occurs;

Closing Obligations has the meaning given to it in clause 8.2;

Closing Payment has the meaning given to it in clause 2.1;

CMD means Continental Motors Deutschland Ltd., a company incorporated under the laws of the BVI and a wholly-owned subsidiary of CATL HK;

Company means MOTTO INVESTMENT LIMITED, a business company incorporated under the laws of the BVI;

Conditions means the conditions to Closing set out in clause 7.1, and ***Condition*** means any of them;

Confidential Information has the meaning given in clause 23.1;

Constitutional Documents means with respect to an entity its memorandum and articles of association, by-laws or equivalent constitutional documents;

Continental Motors UAW Pension Plan means a pension plan established and maintained by CAT US, formerly known as Continental Motors, Inc. to provide defined benefit pension benefits to employees who are members of collective bargaining units represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 1639 at Mobile, Alabama;

Costs means losses, damages, reasonably incurred and properly documented costs (including reasonable legal costs on an indemnity basis), Liabilities and expenses (including Taxation), in each case of any nature whatsoever;

Contingent Bonus has the meaning given in clause 13.1(b);

control means the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise; or (b) the ownership of more than 50% of the voting securities or equity interests of such person. The terms ***controlled*** and ***controls*** shall be construed accordingly;

Credit Agreement means the credit agreement dated 18 December 2024 (as amended and restated pursuant to an amendment agreement dated 5 June 2026) in respect of, among others, certain funds credit facilities for an amount of up to US$500,000,000 (the ***Facilities***), between, among others, the Purchaser Guarantor, GS ASL LLC as the administrative agent and Goldman Sachs Bank USA as calculation agent, sole lead arranger and lender;

Cut-off Date has the meaning given in clause 13.2(b);

Data Protection Requirements means all Laws, contracts, privacy policies or notices, terms of use, industry requirements or standards, and self-regulatory frameworks concerning privacy, data protection, or data security applicable to the Target Companies, including but not limited to, as applicable, (i) Executive Order 14117 and related regulation at 28 CFR Part 202, et seq., the Protecting Americans' Data from Foreign Adversaries Act, state data breach notification laws, state privacy and consumer protection laws, federal and state wiretapping laws, and laws governing automated decision-making; (ii) the Payment Card Industry Data Security Standards; and (iii) each contractual obligation to which the Company is a party that governs the processing of Personal Information within the custody or control of the Company. "Process" or "processing" shall mean the collection, use, storage, processing, distribution, transfer, import, export, protection (including security measures), disposal, anonymization or disclosure or other activity regarding data (whether electronically or in any other form or medium);

Data Room means the data room comprising the documents and other information relating to the Target Companies made available by the Seller and its Representatives;

Default Interest means interest at a rate per annum equal to the aggregate of (a) the 1-month Term SOFR (as published by CME Group Benchmark Administration Limited on its website, or any successor administrator) as determined on the date on which the relevant payment became due (and reset on each monthly anniversary thereafter), and (b) 3.00 per cent per annum, in each case calculated on the basis of actual number of days elapsed and a year of 360 days. If the 1-month Term SOFR is not available on the relevant date, the rate in (a) shall be the rate for the immediately preceding Business Day on which such rate was available. The applicable rate in (a) shall be deemed to be not less than zero;

Disclosure Letter means the letter from the Seller to the Purchaser executed and delivered immediately before the signing of this Agreement;

Earnest Deposit has the meaning given in clause 3.1;

Economic Sanctions Law means any economic, financial, or trade sanctions administered by the United States (including by OFAC, the US State Department, and the US Commerce Department), the United Nations, the European Union or any member state thereof, the United Kingdom, or any other national sanctions authority;

Employees means the employees of the Target Companies immediately before Closing;

Encumbrances mean any lien, encumbrance, security interest, mortgage, easement, right of way, charge, deed of trust, deed to secure debt, option in favour of a third party, pledge, hypothecation, restriction, license or any other restrictions of any nature whatsoever, whether voluntarily incurred or arising by operation of Law;

Environment means all or any of the following media, namely air (including the air within buildings or other natural or man-made structures above or below ground), water or land, and flora and fauna;

Environmental Consents means any material permit, licence, authorisation, approval or consent required under Environmental Laws for carrying on the business of the Target Companies or the use of, or any activities or operations carried out at, any site owned or occupied by any Target Company;

Environmental Laws means all international, European Union, national, state, federal, regional or local Laws (including common law, statute law, civil and criminal law) which relate to any matters relating to the pollution or protection of the Environment;

Equity Interest means shares, shares of capital stock, partnership interests, limited liability company membership interests and units, interests and other participations in the equity of an entity;

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder, including the plan asset regulations issued by the U.S. Department of Labor;

Escrow Account means the bank account at The Hongkong and Shanghai Banking Corporation Limited; account name: ISV - Mobile AcquisitionCo & CATH - Escrow Account; account number: 741-797658-274;

Escrow Agent means The Hongkong and Shanghai Banking Corporation Limited;

Escrow Agreement means the escrow agreement entered into among the Seller, the Purchaser and the Escrow Agent dated 9 February 2026;

Estimated Withholding Tax Amount has the meaning given to it under clause 16.2;

Exclusive Distribution Services Agreement means the Exclusive Distribution Services Agreement entered into between the applicable Target Company and Boeing in relation to the distribution of certain products worldwide, excluding PRC which shall end on December 31, 2026;

FAA means the United States Federal Aviation Administration or any successor agency thereto;

Financial Debt means borrowings and indebtedness in the nature of borrowings (including by way of acceptance credits, discounting or similar facilities, loan stocks, bonds, debentures, notes, overdrafts or any similar arrangements the purpose of which is to raise money) owed to any banking, financial, acceptance credit, lending or other similar institution or organisation;

Fraud means any Claim to the extent that the Claim (or the delay in the discovery of it) is the consequence of dishonest or deliberate mis-statement or concealment of a material fact, reckless disregard of the truth or other fraud by the Seller or any other member of the Seller Group or any officer or employee (or former officer or employee) of the Seller or any other member of the Seller Group;

GAAP means United States generally accepted accounting principles, including standards and interpretations issued or adopted by the Financial Accounting Standards Board in the United States, in effect from time to time;

Governmental Entity means:

(a) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof, including without limitation any entity directly or indirectly owned (in whole or in part) or controlled thereby;

(b) any public international organisation or supranational body (including without limitation the European Union) and its institutions, departments, agencies and instrumentalities; and

(c) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, importing or other governmental or quasi-Governmental Entity or any recognised stock exchange, including the Stock Exchange, the SFC or any Tax Authority;

Government Bid means any outstanding quotation, bid or proposal by a Target Company which has not expired and that, if accepted or awarded, would lead to a Government Contract.

Government Contract means any contract, order, or other agreement entered into between a Target Company and: (a) any U.S. Governmental Entity; (b) any prime contractor to any U.S. Governmental Authority (in its capacity as such); or (c) any subcontractor (of any tier) with respect to any contract, order, or other agreement described in clauses (a) and (b).

Government Official means:

(a) any official, employee or representative of, or any other person acting in an official capacity for or on behalf of:

  (i) any Governmental Entity, including any entity owned or controlled thereby;

  (ii) any political party or political candidate; or

  (iii) any public international organisation; and

(b) any candidate for political office or any person acting on his or her behalf;

Guaranteed Bonus has the meaning given in clause 13.1(a);

HKFRS means the Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants, as in effect from time to time;

HKIAC has the meaning given to it under clause 35.2;

Hong Kong means the Hong Kong Special Administrative Region of the PRC;

Indemnified Parties means the Purchaser, the Target Group, and their respective Affiliates;

Independent Shareholders means the Seller's shareholders other than the Purchaser and parties acting in concert with it;

Insurance Cell has the meaning given to it under clause 7.4;

Intellectual Property Rights or ***IPR*** means:

(a) patents, utility models and rights in inventions;

(b) rights in each of know-how, confidential information and trade secrets;

(c) trademarks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names;

(d) copyright, moral rights, database rights, rights in designs, and semiconductor topography rights;

(e) any other intellectual property rights; and

(f) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (e) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including all applications, rights to apply and rights to claim priority) and (iii) including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals, and references in this Agreement to ***registered*** Intellectual Property Rights include IPR for which an application for registration has been made;

Intercompany Arrangements means any arrangement or agreement between a Target Company (on one hand) and a member of the Broader Seller Group (other than another Target Company) (on the other hand), except for any arrangement or agreement relating to transactions conducted between a Target Company (on one hand) and Cirrus Aircraft or Align Aerospace LLC (on the other hand), in each case, in the ordinary course of business on arm's-length terms consistent with past practice;

Intercompany Loans means any indebtedness (including principal and accrued interest) owed by a member of the Target Group to another member of the Target Group, as set out in Schedule 5;

International Trade Laws means applicable Laws relating to export controls, economic sanctions and imports, including: (a) the Export Administration Regulations (EAR), (b) the International Traffic in Arms Regulation (ITAR), (c) applicable customs and import laws administered by U.S. Customs and Border Protection; and (d) Economic Sanctions Laws;

IT Contract means any third party contract under which a Business System is licensed, leased, supplied maintained or supported;

Key Managers means Karen Hong (Global CEO and President), John Bell (General Counsel), Richard D. Pennington (North America Op EVP), Thomas Wünsch (CG Op Director, EVP), David Dörner (Global R&D, VP) and Oliver Leber (Global Sales, VP);

Last Accounts means the audited consolidated income statement, consolidated balance sheet and cash flow of the Target Group, in each case for the year ended 31 December 2024, as set out in the Data Room folder CVDR >01 2025 Performance & Outlook;

Last Accounts Date means 31 December 2024;

Law means any statute, law, rule, regulation, guideline, ordinance, code, policy or rule of common law issued, administered or enforced by any Governmental Entity, or any judicial or administrative interpretation thereof;

Leakage means in each case to, or on behalf of, or for the benefit of the Seller or any member of the Broader Seller Group or any of their respective Seller Connected Persons:

(a) any dividend or distribution (whether in cash or in kind, whether deemed or actual) declared, paid, or made;

(b) any fees paid by any Target Company outside the ordinary course of business;

(c) any payments made by any Target Company in respect of shares or other securities in any Target Company being redeemed, purchased or repaid or any return of capital (whether by reduction of capital or redemption or purchase of shares) from any Target Company;

(d) any transaction other than on arm’s length terms;

(e) any waiver, deferral, forgiveness or release by any Target Company of any amount owed or due to such Target Company or any assumption, indemnity, incurrence or discharge of any liability by any Target Company;

(f) any payment of interest or principal in respect of any indebtedness owed by any Target Company, other than in accordance with the existing terms of such indebtedness;

(g) any Third Party Right granted over the assets of a Target Company outside the ordinary course of business;

(h) other than the Permitted Transaction Bonus pursuant to clause 13, any payment, assumption, or incurrence of transaction or retention bonus by any Target Company relating to the Proposed Transaction, as well as any Target Group paying, incurring, or otherwise assuming any liability or any fees, costs, or expenses in connection with or as a result of the Proposed Transaction (including related to professional advisers' fees, consultancy fees, service provider fees, transaction or change in control payments, severance, retention, discretionary, or other compensatory payments (in each case, inclusive of the employer portion of any payroll, social security, unemployment, or similar taxes), finders' fees, brokerage or other commissions or incentive programs);

(i) any payments made, or future benefits granted to, or any assets transferred or surrendered to any of the Seller or any member of the Broader Seller Group or any of their respective Seller Connected Persons;

(j) any payment of any item by a Target Company that would otherwise be indemnified by any member of the Broader Seller Group or any of their respective Seller Connected Persons;

(k) any agreement or arrangement entered into by any Target Company to do or give effect to any of the matters in (a) to (j) above;

(l) any Tax payable by any Target Company as a consequence of any of the matters referred to in (a) to (k) above in the same Tax year in which such matter occurs,

but does not include Permitted Leakage;

Leased Real Property has the meaning given to it in paragraph 13.2 of Schedule 3;

Letter of Intent means the letter of intent entered into between the Seller and Arcline Investment Management, L.P. dated 9 February 2026;

Liabilities means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal or surety;

Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;

Loan Settlement Amount means an amount equal to the Shareholder Loans;

Locked Box Accounts means the management accounts of the Target Group for the ten (10) months ended on the Locked Box Date (including the consolidated balance sheet and the consolidated income statement and cash flows), as set out in the Data Room folder CVDR>01 2025 Performance & Outlook;

Locked Box Date means 31 October 2025;

Long Stop Date means the date falling twelve (12) months after the date of this Agreement;

Management Accounts means the monthly management accounts of the Target Group beginning on the Locked Box Date and ended on the Management Accounts Date (including the consolidated balance sheet and the consolidated income statement and cash flows), as set out in the Data Room folder 01 CVD>01 2025 Performance & Outlook;

Management Accounts Date means 31 December 2025;

Material Adverse Change means any event, change or circumstance that has had, or is reasonably expected to have, a material adverse financial impact (whether through a reduction of value or an increase in liabilities) of at least US$100,000,000 on the Target Group taken as a whole, excluding any event, circumstance or change resulting from:

(a) changes in stock markets, interest rates, exchange rates, commodity prices or other general economic conditions, or

(b) changes in conditions generally affecting the industry which the Target Group operates in;

(c) changes in Laws, regulations or accounting practices; and

(d) changes in global, national or regional political conditions,

unless, in any such case, such event, circumstance or change has had a disproportionate financial impact on the Target Group; provided that, in determining whether a Material Adverse Change has occurred or is continuing, any adverse financial impact on the Target Group will be excluded to the extent such impact arises out of, attributable to, any decision or action made by the Purchaser or any of its Affiliates, including, without limitation, the Purchaser's non-approval of the continuation of the Exclusive Distribution Services Agreement between the applicable Target Company and Boeing, the imposition of additional terms or amendment or modification of any agreed terms at the Purchaser's request, or any action or omission taken by the Purchaser during any discussions with Boeing regarding the Exclusive Distribution Services Agreement, in each case, in a manner that results in, or is reasonably likely to result in, the discontinuation, termination or non-renewal of the Exclusive Distribution Services Agreement, including any material decline in purchase orders under the Exclusive Distribution Services Agreement; except to the extent (and only to the extent) such decision or action, was taken by the Purchaser or its Affiliates at the Seller Group's written request.

Material Closing Obligation means: (i) in respect of the Seller, those Closing Obligations set out in paragraph 1(a) and (e) of Part A of Schedule 2; and (ii) in respect of the Purchaser, those Closing Obligations set out in paragraph 1(c) of Part B of Schedule 2;

Material Contract means (i) any contract between a Target Company and a Top Customer or a Top Supplier; and (ii) any contract that is otherwise material to the business, operations or financial condition of the Target Group.

Money Laundering Laws means any and all of the following: the Anti-Money Laundering Ordinance (Chapter 615 of the Laws of Hong Kong), the Drug Trafficking (Recovery of Proceeds) Ordinance (Chapter 405 of the Laws of Hong Kong), the Organized and Serious Crimes Ordinance (Chapter 455 of the Laws of Hong Kong) and the United Nations (Anti-Terrorism Measures) Ordinance (Chapter 575 of the Laws of Hong Kong), the U.S. Money Laundering Control Act, 18 U.S.C. §§ 1956 and 1957, the UK Proceeds of Crime Act 2002, the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; and any other applicable anti-money laundering or anti-terrorism financing related regulations, provisions and/or restrictions on the transfers of the proceeds of criminal activity;

Non-Compete and Non-Interference Agreement has the meaning given to it in clause 13.3;

Owned Real Property has the meaning given to it in paragraph 13.1 of Schedule 3;

Permitted Encumbrances mean (a) mechanic's, materialmen's, carriers', repairers' and other like Encumbrances imposed by applicable Law arising or incurred in the ordinary course of business for amounts not delinquent and that have been reserved for in accordance with HKFRS, GAAP or other applicable accounting standards or applicable Law on the books of the Target Companies, (b) Encumbrances for Taxes, assessments or other governmental charges either not yet delinquent as of the Closing Date or being contested in good faith and that have been reserved for in accordance with HKFRS, GAAP or other applicable accounting standards or applicable Law on the books of the Target Companies, (c) Encumbrances granted to any lender at the Closing in connection with any financing by Purchaser of the Proposed Transaction, (d) statutory Encumbrances in favour of landlords for rental of Leased Real Property for amounts which are not yet delinquent, (e) Encumbrances incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance, social security retirement or similar programs, in each case arising in the ordinary course of business and relating to obligations not yet delinquent, (f) Encumbrances on goods in transit incurred pursuant to documentary letters of credit, (g) limited non-exclusive licenses of Intellectual Property Rights granted to customer or suppliers of the business of the Target Companies in the ordinary course, (h) purchase money liens and liens securing rental payments under capital lease arrangements in the ordinary course of business, (i) transfer restrictions under applicable federal and state securities Laws and (j) easements, rights of way, covenants, conditions, restrictions and other similar non-monetary Encumbrances of record affecting title to real property that do not materially detract from the value of such real property or impair the use or occupancy of such real property in connection with the operation of the business of the Target Companies as currently conducted thereon;

Permitted Leakage means any of the following payments made, or to be made, by the Company or any other Target Company to any member of the Seller Group:

(a) employee benefits (including long-term incentives and employee annual bonuses/benefits that are consistent with the Target Group's existing practices) to be paid or payable by the Target Group during the Pre-Closing Period, in each case, in accordance with their existing written contractual arrangements as disclosed in the Data Room;

(b) the Permitted Transaction Bonus; and

(c) any transactions conducted between a Target Company (on one hand) and Cirrus Aircraft or Align Aerospace LLC (on the other hand), in each case, on arm's length terms and under existing written terms in place with such Target Company;

Permitted Transaction Bonus has the meaning given to it in clause 13.1;

Personal Information means (i) any information maintained by or on behalf of any Target Company that relates to an identified or identifiable individual or household, including, but not limited to, name, address, telephone number, email address, username, photograph, government-issued identifier, unique device identifier, or any other data used or intended to be used to identify, contact, or precisely locate an individual; (ii) "personal data," "personal information," "protected health information," "nonpublic personal information" or other similar terms as defined by Data Protection Requirements; (iii) Internet Protocol addresses, unique device identifiers or other persistent identifiers, or (iv) any other information used or intended to be used to identify, contact, or precisely locate an individual;

PPP Loan has the meaning given to it in paragraph 19.5 of Schedule 3;

PPP Loan Holdback Amount has the meaning given to it in clause 10.3(a);

PPP Loan Settlement Amount has the meaning given to it in clause 10.1(a);

PRC means the People's Republic of China;

Pre-Closing Notified Leakage Amount has the meaning given to it in clause 4.4;

Pre-Closing Period means the period from and including the date of this Agreement to and including the Closing Date;

Proposals means the Proposed Transaction, the Special Dividend and the Proposed Delisting;

Proposed Delisting means the proposed delisting of the Seller from the Stock Exchange following Closing of the Proposed Transaction and the declaration of the Special Dividend, further details of which are set out in the Announcement;

Proposed Transaction means the transaction contemplated by the Transaction Documents;

Purchaser Group means the Purchaser and its Affiliates from time to time, which from Closing shall include the Target Companies;

Purchaser Records has the meaning given to it in clause 18.1(a);

Purchaser's Bank Account means the Purchaser's bank account as provided to the Seller by the Purchaser in writing at least five (5) Business Days prior to the relevant due date for any payment;

Real Property has the meaning given to it in paragraph 13.2 of Schedule 3;

Real Property Lease has the meaning given to it in paragraph 13.2 of Schedule 3;

Representatives means, in relation to a Party, its respective Affiliates and the directors, officers, employees, agents, advisers, accountants and consultants of that Party and/or of its respective Affiliates;

Restricted Cash means any cash that is not freely usable by the Target Group due to such cash being subject to restrictions, limitations, or taxes on use or distribution by Law, contract or otherwise, including without limitation, restrictions on dividends or any other form of restriction, and any cash held as collateral for outstanding letters of credit or similar instruments of the Target Group;

Sanctioned Person means any person, organization or vessel:

(a) designated on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), the UK Consolidated List of Financial Sanctions Targets or list of Investment Ban Targets, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions maintained by the European Commission, the Entity List, Denied Persons List, or Military End User List maintained by the U.S. Department of Commerce's Bureau of Industry and Security, or any other similar list issued by the UN, US, EU, UK (or any other member state of the EU);

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) incorporated, located within, operating from, or resident in a Sanctioned Territory;

(d) otherwise targeted under any International Trade Laws; or

(e) is owned 50 percent or greater, or otherwise controlled by, directly or indirectly, individually or in the aggregate, or acting on behalf of, any of the foregoing;

Sanctioned Territory means any country or other territory which is or has been in the past 5 years, the subject or target of any Economic Sanctions Law, including, but not limited to Belarus, Cuba, Iran, North Korea, Russia, Syria, Venezuela and any region of Ukraine not under the control of the Government of Ukraine, including, but not limited to Crimea, Donetsk People's Republic (self-proclaimed), Luhansk People's Republic (self-proclaimed), Kherson and Zaporizhzhia regions;

Seller Connected Persons means:

(a) in the case of a body corporate, any person or body corporate which, directly or indirectly, controls or is controlled by or is under common control with such person or body corporate, and, in each case, all affiliates, shareholders, directors, officers, consultants and employees thereof; and

(b) in the case of an individual, that individual's close relatives (being any spouse or child, including adopted child and step-child, of that individual), any person which is controlled by that individual and/or that individual's close relatives (acting singly or together).

Seller Controlling Shareholders means Tacko International Limited and AVIC Innovation (HK) Group Limited (formerly AVIC International (HK) Group Limited);

Seller Dividend Account means a bank account established and maintained by the Seller for the purpose of holding and disbursing funds to settle the Special Dividend and, only after the Special Dividend is fully settled, for any other approved purposes, the authorized signatories for which will include representatives of CICC, and the details of such account will be provided by the Seller to the Purchaser in writing at least five (5) Business Days before the relevant due date for any payment;

Seller Group means the Seller, the Seller Controlling Shareholders, and any entity that is controlled by the Seller or such Seller Controlling Shareholders from time to time, and excluding the Target Companies;

Seller Records has the meaning given to it in clause 18.1(b);

Senior Manager means an individual who plays a significant role in the:

(a) making of decisions about the whole or a substantial part of the company's activities; or

(b) the actual managing or organising of the whole or a substantial part of those activities;

SFC means the Securities and Futures Commission of Hong Kong;

SFG means Stonemont Financial Group;

Shareholder Loans means any indebtedness (including principal and accrued interest) owed by any member of the Target Group to the Seller, excluding trade payables and other ordinary-course liabilities incurred on arm's-length terms, as set out in Schedule 5;

Share Transfer Instrument has the meaning given to it under paragraph 1(a) of Part A of Schedule 2;

Shares means the shares comprising all the issued shares of the Company;

Significant Changes means changes to the location, facilities, key personnel responsible for FAA correspondence, quality systems, or scope of work under the Target Group's Aviation Authorizations;

Special Dividend means the proposed special dividend, payable in cash to all shareholders of the Seller, in an aggregate amount equal to the Closing Payment less the relevant deductions under this Agreement, further details of which are set out in the Announcement and the Circular Documents.

Specified Bonus Recipient has the meaning given to it under clause 13.3;

Stock Exchange means The Stock Exchange of Hong Kong Limited;

Subsidiaries means CATL HK, CAT US, CMD, Continental Aerospace Technologies GmbH and Mangrove Insurance Solutions, PCC;

Surviving Provisions means clauses 3 (*Deposit*), 21 (*Costs*), 22 (*Announcements*), 23 (*Confidentiality*), 24 (*Assignment*), 27 (*Notices*), 28 (*Conflict with other Agreements*), 29 (*Whole Agreement*), 30 (*Waivers, Rights and Remedies*), 32 (*Variations*), 33 (*Invalidity*), 34 (*Third Party Enforcement Rights*), and 35 (*Governing Law and Arbitration*);

Takeovers Code means the Hong Kong Code on Takeovers and Mergers as amended from time to time;

Target Company Data means all data maintained by or on behalf of the Company, whether or not in electronic form;

Target Group means the Company and its Subsidiaries, and ***Target Company*** means any of them;

Tax and ***Taxation*** means (i) taxes on income, profits and gains; and (ii) all other taxes, levies, duties, tariffs, imposts, charges and withholdings of any fiscal nature, including any excise, property, value added, sales, use, occupation, transfer, escheat, unclaimed property, franchise and payroll taxes and any social security or social fund contributions, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them;

Tax Authority means any taxing or other authority (in any jurisdiction) competent to impose any Tax liability, or assess or collect any Tax;

Tax Closing Statement has the meaning given to it in clause 16.3;

Tax Elections has the meaning given to it in clause 16.4;

Tax Return means any return, information return, statement, report, form, voucher or schedule filed or required to be filed with respect to Taxes, together with any amendment thereof and any schedule or attachment thereto;

Third Party Assurances means all guarantees, indemnities, counter indemnities and letters of comfort of any nature given (i) to a third party by a Target Company in respect of any obligation of a member of the Seller Group; and/or (as the context may require) (ii) to a third party by a member of the Seller Group in respect of any obligation of a Target Company;

Third Party Rights means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

Top Customers has the meaning given to it in paragraph 8.2 of Schedule 3;

Top Suppliers has the meaning given to it in paragraph 8.1 of Schedule 3;

Transaction Documents means this Agreement, the Disclosure Letter, the Escrow Agreement and any other documents entered into between the Seller and the Purchaser in respect of the Proposed Transaction;

Transfer Taxes means any and all real property transfer, sales, use, value added, documentary, stamp, stamp duty, registration, stock transfer, intangible property transfer, personal property transfer, gross receipts, recording and other similar Taxes (including any penalties, interest and additions thereto) incurred or imposed in respect of the transactions contemplated pursuant to this Agreement;

Treasury Regulations means the Treasury regulations promulgated under the US IR Code;

Unconditional Date has the meaning given in clause 7.8;

Upfront Payment has the meaning given in clause 3.2;

US Bulk Data Requirements means the U.S. DOJ Final Rule Implementing Executive Order 14117 of February 28, 2024 (Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern), 90 Fed. Reg. 1636, codified at 28 C.F.R. Part 202 and the Protecting Americans' Data from Foreign Adversaries Act of 2024 (***PADFAA***), Pub. L. No. 118-50;

US DOJ means the U.S. Department of Justice;

US IR Code means the US Internal Revenue Code of 1986, as amended from time to time;

VAT means value added tax and any similar sales or turnover tax;

Warranties means the warranties given pursuant to clause 9 and set out in Schedule 3;

Withholding Tax Amount has the meaning given in clause 16.2;

Withholding Tax Calculation Methodology has the meaning given in clause 16.2;

Working Hours means 9.30 a.m. to 5.30 p.m. on a Business Day in the place of receipt of a notice.

2. Interpretation. In this Agreement, unless the context otherwise requires:

(a) references to a ***person*** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);

(b) references to a paragraph, clause or Schedule shall refer to those of this Agreement unless stated otherwise;

(c) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa;

(d) United States dollars, USD or US$ are references to the lawful currency from time to time of the United States of America;

(e) any statement in this Agreement qualified by the expression ***so far as the Seller is aware***, ***to the Seller's knowledge*** or any similar expression shall be deemed to be made on the basis of the knowledge, at the date of this Agreement, of every director and senior management of the Seller and the Target Companies having made due and reasonable enquiry;

(f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) references to time of day are to Hong Kong time (unless otherwise specified).

3. Enactments. Except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this

Agreement; (ii) any enactment which that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made (before or after the date of this Agreement) under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii) above, except to the extent that any of the matters referred to in (i) to (iii) occurs after the date of this Agreement and increases or alters the liability of the Seller or the Purchaser under this Agreement.

4. Schedules. The Schedules comprise schedules to this Agreement and form part of this Agreement.

5. Inconsistencies. Where there is any inconsistency between the definitions set out in this Schedule 7 and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

SIGNATURE

This Agreement is signed by duly authorised representatives of the Parties:

SIGNED by Zhang Zhibiao, CEO and Director)
for and on behalf of)
CONTINENTAL AEROSPACE)
TECHNOLOGIES HOLDING LIMITED)
)

Zhang Zhibiao

SIGNED by John Gilbert Efird,)
Chief Financial Officer)
for and on behalf of)
MOBILE ACQUISITIONCO, LLC)________________________

SIGNED by John Gilbert Efird,)
Chief Financial Officer)
for and on behalf of)
A&D SUBSYSTEMS GP, LLC)
in its capacity as the general partner of)
A&D SUBSYSTEMS BORROWER)
SERIES LP – SPACE SERIES) ______________________