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

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**FORM F-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**SATELLOGIC INC.**

(Exact Name of Registrant as Specified in Its Charter)

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British Virgin Islands  
(Jurisdiction of Incorporation or  
Organization)

6770  
(Primary Standard Industrial  
Classification Code Number)

Not Applicable  
(I.R.S. Employer  
Identification Number)

Ruta 8 Km 17,500, Edificio 300  
Oficina 324 Zonamérica  
Montevideo, 91600, Uruguay  
00-598-25182302

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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Rick Dunn  
Satellogic Inc.  
Chief Financial Officer  
210 Delburg Street  
Davidson, NC 28036  
(704) 894-4482

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 (as amended, the "Securities Act"), check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the registration statement shall become effective on such date as the Securities and Exchange Commission (the "SEC"), acting pursuant to said Section 8(a), may determine.**

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**The information in this preliminary prospectus is not complete and may be changed. The selling securityholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**Subject to Completion, dated February 14, 2022**

**PRELIMINARY PROSPECTUS**



**87,889,154 CLASS A ORDINARY SHARES**

**41,464,693 WARRANTS**

**Offered by Selling Securityholders**

This prospectus relates to the offer and sale from time to time by the selling securityholders named in this prospectus (the "Selling Securityholders"), or their permitted transferees, of up to (a) 87,889,154 Class A Ordinary Shares of Satellogic Inc. (the "Company"), which include (i) 7,533,463 Class A Ordinary Shares beneficially held by a limited number of qualified institutional buyers and institutional and individual accredited investors which were issued upon the closing of the Business Combination in a private placement, (ii) 1,500,000 Class A Ordinary Shares issued to the Sponsor pursuant to the Forward Purchase Contract, (iii) 535,085 Class A Ordinary Shares issuable to certain former holders of Nettar Series X Preference Shares, (iv) 2,208,229 Class A Ordinary Shares issued to an affiliate of the Sponsor in lieu of advisory and other fees owed to them, (v) 985,026 Class A Ordinary Shares issued to an affiliate of Sponsor in satisfaction of debt owed to them, (vi) the Liberty Shares (comprising 20,000,000 Class A Ordinary Shares) issued pursuant to the Liberty Subscription Agreement, (vii) 13,662,658 Class A Ordinary Shares issuable upon conversion of our Class B Ordinary Shares, (viii) 533,333 Class A Ordinary Shares issuable upon the exercise of \$11.50 Warrants, (ix) 7,500,000 Class A Ordinary Shares issuable upon the exercise of the \$10.00 Liberty Warrants, (x) 15,000,000 Class A Ordinary Shares issuable upon the exercise of \$15.00 Liberty Warrants, (xi) 2,500,000 Class A Ordinary Shares issuable upon the exercise of PIPE Warrants and (xii) 15,931,360 Class A Ordinary Shares issuable upon conversion of the Columbia Warrants and (b) 41,464,693 Warrants to purchase Class A Ordinary Shares which include (i) 533,333 \$11.50 Warrants, (ii) 7,500,000 \$10.00 Liberty Warrants, (iii) 15,000,000 \$15.00 Liberty Warrants, (iv) 2,500,000 PIPE Warrants and (v) 15,931,360 Columbia Warrants. The Business Combination is described in greater detail in this prospectus. See "*Prospectus Summary — Recent Developments — Business Combination.*"

We will receive up to an aggregate of \$396,222,362.57 if all of the Warrants are exercised to the extent such Warrants are exercised for cash. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes and to implement our business plan. We will not receive any proceeds from the sale of securities to be offered by the Selling Securityholders pursuant to this prospectus. However, we will pay the expenses, other than underwriting discounts and commissions and expenses incurred by the Selling Securityholders for brokerage, accounting, tax or legal services or any other expenses incurred by the Selling Securityholders in disposing of any securities pursuant to this prospectus.

Our registration of the Class A Ordinary Shares and Warrants covered by this prospectus does not mean that either we or the Selling Securityholders will issue, offer or sell, as applicable, any of the Class A Ordinary Shares or Warrants. The Selling Securityholders may offer and sell the Class A Ordinary Shares or Warrants covered by this prospectus in a number of different ways and at varying prices. We provide more information about how the Selling Securityholders may resell the Class A Ordinary Shares or Warrants in the section entitled "*Plan of Distribution.*"

We are a "foreign private issuer" as defined under applicable Securities and Exchange Commission rules and an "emerging growth company" as that term is defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") and are eligible for reduced public company disclosure requirements.

**You should read this prospectus and any prospectus supplement or amendment carefully before you invest in our securities. Investing in the Company's securities involves risks. See "[Risk Factors](#)" beginning on page 22 of this prospectus.**

**Neither the SEC nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

**PROSPECTUS DATED \_\_\_\_\_, 2022**

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## ABOUT THIS PROSPECTUS

You should rely only on the information contained in this prospectus, any amendment or supplement to this prospectus or any free writing prospectus prepared by or on our behalf. Any amendment or supplement may also add, update or change information included in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such amendment or supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus. See “*Where You Can Find More Information.*”

Neither we nor the selling securityholders have authorized any other person to provide you with different or additional information. Neither we nor the selling securityholders take responsibility for, nor can we provide assurance as to the reliability of, any other information that others may provide. The information contained in this prospectus is accurate only as of the date of this prospectus or such other date stated in this prospectus, and our business, financial condition, results of operations and/or prospects may have changed since those dates. This prospectus contains summaries of certain provisions contained in some of the documents described in this prospectus, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to in this prospectus have been filed, will be filed or will be incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described under “*Where You Can Find More Information.*”

Neither we nor the selling securityholders are making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. Except as otherwise set forth in this prospectus, neither we nor the selling securityholders have taken any action to permit a public offering of these securities outside the United States or to permit the possession or distribution of this prospectus outside the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of these securities and the distribution of this prospectus outside the United States.

The Company name, logos and other trademarks and service marks of the Company appearing in this prospectus are the property of the Company. This prospectus contains references to our trademarks and to trademarks belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus, including logos, artwork and other visual displays may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend our use or display of other companies’ trade name or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Certain amounts that appear in this prospectus may not sum due to rounding.

## EXCHANGE RATE PRESENTATION

Certain amounts described in this prospectus have been expressed in U.S. dollar for convenience and, when expressed in U.S. dollar in the future, such amounts may be different from those set forth in this prospectus due to intervening exchange rate fluctuations.

## FINANCIAL STATEMENT PRESENTATION

### *CF V*

The historical financial statements of CF V were prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”) in its presentation currency of the U.S. Dollar.

### *Nettar Group Inc.*

Nettar Group Inc.’s audited consolidated financial statements as of and for the years ended December 31, 2020 and 2019 included in this prospectus have been prepared in accordance with IFRS as issued by the IASB and are denominated in U.S. dollars. Nettar Group Inc. refers in various places in this prospectus to non-IFRS financial measures, including Adjusted EBITDA, which are more fully explained in “*Management’s Discussion And Analysis Of Financial Condition And Results Of Operations-Non-IFRS Financial Measures*”. The presentation of non-IFRS information is not meant to be considered in isolation or as a substitute for the Company’s audited consolidated financial results prepared in accordance with IFRS.

### *Satellogic*

Satellogic was incorporated on June 29, 2021 for the sole purpose of effectuating the transactions described herein. Through December 31, 2021, Satellogic had no material assets and did not operate any businesses. Accordingly, no financial statements of the Company have been included in this prospectus.

The Business Combination is made up of the series of transactions provided for in the Merger Agreement as described elsewhere within this prospectus. The transactions are accounted for as a capital reorganization under IFRS.

The Company qualifies as a foreign private issuer and will prepare its financial statements in accordance with IFRS and will be denominated in U.S. dollars.

The unaudited pro forma condensed combined financial information reflects IFRS, the basis of accounting used by the registrant. The adjustments presented in the selected unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an understanding of Satellogic after giving effect to the Business Combination. CF V and Satellogic did not have any historical relationship prior to the business combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies.

## INDUSTRY AND MARKET DATA

This prospectus contains estimates, projections, and other information concerning Satellogic’s industry and business, as well as data regarding market research, estimates, and forecasts prepared by Satellogic’s management. Information that is based on estimates, forecasts, projections, market research, or similar methodologies is inherently subject to uncertainties, and actual events or circumstances may differ materially from events and circumstances that are assumed in this information. The industry in which Satellogic operates is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled “*Risk Factors.*” Unless otherwise expressly stated, Satellogic obtained this industry, business, market, and other data from reports, research surveys, studies, and similar data prepared by market research firms and other third parties, industry and general publications, government data, and similar sources. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from sources which we paid for, sponsored, or conducted, unless otherwise

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expressly stated or the context otherwise requires. Forecasts and other forward-looking information with respect to industry, business, market, and other data are subject to the same qualifications and additional uncertainties regarding the other forward-looking statements in this prospectus. See “*Cautionary Note Regarding Forward-Looking Statements.*”

## FREQUENTLY USED TERMS

In this prospectus:

“\$10.00 Liberty Advisory Fee Warrants” means 2,500,000 warrants to purchase our Class A Ordinary Shares at an exercise price of \$10.00 per share, which have been issued to Liberty pursuant to the Liberty Letter Agreement.

“\$10.00 Liberty Share Warrants” means the 5,000,000 warrants to purchase our Class A Ordinary Shares at an exercise price of \$10.00 per share, which have been issued to Liberty pursuant to the Liberty Subscription Agreement.

“\$10.00 Liberty Warrants” means the \$10.00 Liberty Share Warrants and the \$10.00 Liberty Advisory Fee Warrants.

“\$11.50 Warrants” means warrants to purchase our Class A Ordinary Shares at an exercise price of \$11.50 per share.

“\$15.00 Liberty Warrants” means 15,000,000 warrants to purchase our Class A Ordinary Shares at an exercise price of \$15.00 per share, which have been issued to Liberty pursuant to the Liberty Subscription Agreement.

“2018 NPA” means the Note Purchase Agreement dated as of April 6, 2018, as amended and restated in the 2019 NPA.

“2019 NPA” means the Amended and Restated Note Purchase Agreement dated as of September 9, 2019, as amended from time to time.

“2020 NPA” means the Note Purchase Agreement dated as of September 25, 2020, as amended from time to time.

“Additional Shares” means the Series X Additional Shares, the PIPE Additional Shares, the FPC Additional Shares, the CF Fee Letter Additional Shares and the Promissory Note Waiver Letter Additional Shares, collectively.

“Adjustment Period” means the 30-calendar day period ending on (and including) the date that the registration statement registering the Class A Ordinary Shares to be issued to the PIPE Investors pursuant to the PIPE Subscription Agreements is declared effective.

“Adjustment Period VWAP” means the volume weighted average price of a Class A Ordinary Share, as reported on the Nasdaq, determined for the Trading Days that occur during the Adjustment Period (as reported on Bloomberg).

“Advisory Fee Warrant Agreement” means that certain Warrant Agreement dated February 10, 2022, by and between Satellogic Inc. and Continental Stock Transfer & Trust Company governing the warrants issued pursuant to the Liberty Letter Agreement as modified by the Liberty Restated Letter Agreement.

“Assignment and Assumption Agreement” means that certain Assignment, Assumption and Amendment Agreement dated as January 25, 2022 by and among CF V, the Company and Continental Stock Transfer & Trust Company.

“Assumed Options” means Nettar Options that have been assumed by the Company and converted into options to purchase Class A Ordinary Shares.

“Board” means the board of directors of Satellogic.

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“Business Combination” means the Mergers and the other Transactions to be consummated under the Merger Agreement.

“BVI” means the British Virgin Islands.

“BVI Act” means the BVI Business Companies Act, 2004, as amended.

“Cantor” means Cantor Fitzgerald L.P., a Delaware limited partnership and an affiliate of the Sponsor, CF&Co. and, prior to the consummation of the Business Combination, CF V.

“Cantor Fee Letters” means the Promissory Note Waiver Letter and the CF Fee Letter.

“CF&Co.” means Cantor Fitzgerald & Co., a New York general partnership and an affiliate of the Sponsor.

“CF Fee Letter” means that certain fee letter dated as of January 18, 2022 by and among CF V, the Company and CF&Co.

“CF Fee Letter Additional Shares” means the Class A Ordinary Shares CF&Co. will be entitled to receive if the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share. In the event the Adjustment Period VWAP is less than \$8.00, the Adjustment Period VWAP for purposes of this calculation will be deemed to be \$8.00 pursuant to the CF Fee Letter.

“CF Securities” means Cantor Fitzgerald Securities, a New York general partnership and an affiliate of the Sponsor.

“CF V” means CF Acquisition Corp. V, a Delaware corporation.

“CF V Board” means the board of directors of CF V.

“CF V Class A Common Stock” means Class A common stock of CF V, par value \$0.0001 per share.

“CF V Class B Common Stock” means Class B common stock of CF V, par value \$0.0001 per share.

“CF V Common Stock” means, collectively, the CF V Class A Common Stock and the CF V Class B Common Stock.

“CF V Merger” means the merger of SPAC Merger Sub with and into CF V.

“CF V Merger Effective Time” means the date and time that the CF V Merger became effective in accordance with the Merger Agreement.

“CF V Public Shares” means the shares of CF V Class A Common Stock sold as part of the CF V Units in the SPAC IPO.

“CF V Public Warrants” means the CF V Warrants sold as part of the CF V Units in the SPAC IPO.

“CF V Transaction Expenses” means any out-of-pocket fees and expenses paid or payable by CF V or Sponsor (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the Transactions, including (A) all fees, costs, expenses, brokerage fees, commissions, finders’ fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, (B) transfer taxes, and (C) filing fees paid to governmental authorities in connection with the Transactions in accordance with the Merger Agreement.



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“CF V Units” means units of CF V, each unit comprising one share of CF V Class A Common Stock and one-third of one CF V Warrant.

“CF V Warrants” means warrants to purchase shares of CF V Class A Common Stock.

“Class A Ordinary Shares” means the class A ordinary shares of the Company, par value \$0.0001 per share.

“Class B Ordinary Shares” means the class B ordinary shares of the Company, par value \$0.0001 per share.

“Closing” means the closing of the Business Combination.

“Closing Date” means January 25, 2022.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Satellogic Inc. following the Closing.

“Company Governing Documents” means the Memorandum and Articles of Association of Satellogic.

“Columbia Loan” means the Loan and Security Agreement dated March 8, 2021, by and between Columbia River Investment Limited, a BVI company, and the Company.

“Columbia Warrants” means the Warrant issued to Columbia River Investment Limited pursuant to the Columbia Loan.

“Convertible Notes” means the convertible notes Satellogic issued pursuant to the 2018 NPA, the 2019 NPA and 2020 NPA.

“Convertible Notes Conversion” means the conversion of the Convertible Notes into Nettar Preference Shares immediately prior to the Initial Merger Effective Time in accordance with the Merger Agreement, the Convertible Notes, the Stockholder Support Agreement and the Nettar Governing Documents.

“CRIL” means Columbia River Investment Limited.

“Debt and Share Exchange” means that certain exchange transaction entered into between CRIL and Nettar on March 8, 2021.

“Forward Purchase Contract” means that certain amendment and restatement of the forward purchase contract, dated January 28, 2021, by and between CF V and the Sponsor pursuant to which the Sponsor agreed to purchase, and the Company agreed to issue and sell to the Sponsor, 1,250,000 Class A Ordinary Shares (subject to adjustment) and 333,333 Warrants.

“Forward Purchase Securities” means 1,250,000 Class A Ordinary Shares and 333,333 warrants to purchase Class A Ordinary Shares.

“Founder Shares” means 6,250,000 shares of CF V Class B Common Stock owned by Sponsor and the independent directors of CF V (including any shares of CF V Class A Common Stock issued upon conversion of such shares of CF V Class B Common Stock and the Class A Ordinary Shares issued in exchange thereof pursuant to the CF V Merger).

“FPC Additional Shares” means the Class A Ordinary Shares the Sponsor will be entitled to receive if the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share. In the event the Adjustment Period VWAP is less than \$8.00, the Adjustment Period VWAP for purposes of this calculation will be deemed to be \$8.00.

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“IFRS” means the International Financial Reporting Standards.

“Initial Merger” means the merger of the Company with and into Target Merger Sub.

“Initial Merger Effective Time” means the date and time that the Initial Merger became effective in accordance with the Merger Agreement.

“Insider Letter” means the letter agreement, dated as of January 28, 2021, as amended as of the date of the Merger Agreement, by and among CF V, Sponsor and certain Insiders, pursuant to which Sponsor and the Insiders agreed to certain voting requirements, transfer restrictions and waiver of redemption rights with respect to the CF V securities and as of the Closing, Company securities) owned by them.

“Insiders” means the officers and directors of CF V.

“Liberty” means the Liberty Investor together with the Liberty Manager.

“Liberty Closing” means the date on which the Liberty Investment was consummated, being February 10, 2022.

“Liberty Investor” means Liberty Strategic Capital (SATL) Holdings, LLC, a Cayman Islands limited liability company and an investment vehicle managed by the Liberty Manager.

“Liberty Investment” means the investment made by the Liberty Investor pursuant to which it agreed to purchase, and the Company agreed to issue and sell to the Liberty Investor, (i) 20,000,000 Class A Ordinary Shares (the “Liberty Shares”), (ii) 5,000,000 \$10.00 Liberty Share Warrants, and (iii) 15,000,000 \$15.00 Liberty Warrants, in a private placement for an aggregate purchase price of \$150.0 million.

“Liberty Letter Agreement” means that certain Letter Agreement dated as of January 18, 2022 by and among the Company, the Sponsor and the Liberty Investor, which was agreed to by Emiliano Kargieman for the purpose of certain provisions therein.

“Liberty Manager” means Liberty 77 Capital L.P., the investment manager of the Liberty Investor.

“Liberty Restated Letter Agreement” means that certain Amended and Restated Letter Agreement dated as of February 10, 2022 by and among the Company, Emiliano Kargieman, the Sponsor and the Liberty Investor, which amended and restated the Liberty Letter Agreement.

“Liberty Subscription Agreement” means that certain subscription agreement dated as of January 18, 2022 by and among the Company, Liberty and CF V, pursuant to which the Liberty Investment was made.

“Liberty Warrant Agreement” means that certain Warrant Agreement dated February 10, 2022, by and between Satellogic Inc. and Continental Stock Transfer & Trust Company governing the warrants issued pursuant to the Liberty Subscription Agreement.

“Lock-Up Addendum” means the addendum to the PIPE Subscription Agreement which, if executed by a PIPE Investor, (i) subjects the PIPE Investor to a lock-up period of two years from the Closing with respect to the Class A Ordinary Shares held by such PIPE Investor and subjected to such lock-up and (ii) entitles the PIPE Investor to be issued that number of PIPE Warrants equal to the number of PIPE Shares subjected to such lock-up.

“Lock-Up Agreements” means the separate lock-up agreements entered into concurrently with the execution of the Merger Agreement among CF V, the Company and a number of Nettar Shareholders and holders of

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Convertible Notes, pursuant to which the Ordinary Shares received by such Nettar Shareholders and holders of Convertible Notes are locked-up and subject to transfer restrictions for a period of time following the Closing.

“Lock-Up Company Securityholder” means a Company Shareholder and/or holder of Convertible Notes that is subject to a Lock-Up Agreement upon the Closing.

“Lock-Up PIPE Investor” means the PIPE Investor that elected to be subject to the Lock-Up Addendum upon the Closing.

“Lock-Up Securities” means the Ordinary Shares and/or Assumed Options to be received by a Lock-Up Company Securityholder that are subject to the Lock-Up Agreement upon consummation of the Business Combination, including any Ordinary Shares underlying the Assumed Options held by such Lock-Up Company Securityholder, and further including any other securities held by such Lock-Up Company Securityholder immediately following the Business Combination which are convertible into, or exercisable, or exchangeable for, Ordinary Shares (together with any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, but not including any shares issued in connection with the PIPE Subscription Agreements or shares issued in connection with the conversion of Nettar Series X Preference Shares).

“Merger Agreement” means that certain Agreement and Plan of Merger, dated as of July 5, 2021 (as it may be amended, supplemented or otherwise modified from time to time by and among the Satellogic Inc., Target Merger Sub, SPAC Merger Sub and Nettar Group Inc.

“Mergers” means the CF V Merger together with the Initial Merger.

“Nasdaq” means The Nasdaq Stock Market LLC.

“Nettar” means Nettar Group Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands.

“Nettar Governing Documents” means collectively, the Amended and Restated Memorandum of Association dated April 23, 2021 of Nettar Group Inc. and the Amended and Restated Articles of Association of Nettar Group Inc. dated April 23, 2021

“Nettar Options” means any options granted, or approved by the Board of Directors of Nettar Group Inc. for grant but not yet granted, under the Nettar Group Inc. 2015 Stock Plan to purchase Ordinary Shares.

“Nettar Ordinary Shares” means the ordinary shares of Nettar Group Inc., par value \$0.00001 per share.

“Nettar Preference Shares” means, collectively, (i) the series A preference shares of Nettar Group Inc., par value \$0.00001 per share, (ii) the series B preference shares of Nettar Group Inc., par value \$0.00001 per share, (iii) the series B-1 preference shares of Nettar Group Inc., par value \$0.00001 per share and (iv) the Nettar Group Inc. Series X Preference Shares, par value \$0.00001 per share.

“Nettar Series X Preference Shares” means the series X preference shares of Nettar Group Inc., par value \$0.00001 per share.

“Nettar Series X Shareholders” means the holders of Nettar Series X Preference Shares outstanding immediately prior to the consummation of the Business Combination.

“Nettar Shares” means, collectively, the Nettar Ordinary Shares together with the Nettar Preference Shares.

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“Nettar Shareholders” means, collectively, holders of Nettar Shares immediately prior to the consummation of the Business Combination.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, trust, estate, joint venture, joint stock company, governmental authority or instrumentality or other entity of any kind.

“PIPE Additional Shares” means the Class A Ordinary Shares each PIPE Investor will be entitled to receive if the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share. In the event the Adjustment Period VWAP is less than \$8.00, the Adjustment Period VWAP for purposes of this calculation will be deemed to be \$8.00.

“PIPE Investment” means the sale of Class A Ordinary Shares pursuant to PIPE Subscription Agreements in a private placement to occur concurrently with the Business Combination.

“PIPE Investors” means investors that subscribed for Class A Ordinary Shares in the PIPE Investment.

“PIPE Shares” means such number of Class A Ordinary Shares which a PIPE Investor agreed to purchase from the Company as set forth in such PIPE Investor’s PIPE Subscription Agreement.

“PIPE Subscription Agreements” mean the Subscription Agreements, dated as of July 5, 2021, by and among CF V, Satellogic Inc. and the PIPE Investors.

“PIPE Warrant Agreement” means that certain Warrant Agreement dated January 25, 2022, by and between Satellogic Inc. and Continental Stock Transfer & Trust Company governing the PIPE Warrants.

“PIPE Warrants” means the warrants to acquire 2,500,000 Class A Ordinary Shares at a purchase price of \$20.00 per share to be issued pursuant to the Lock-Up Addendum, which number of warrants is equal to the 2,500,000 PIPE Shares that the Lock-Up PIPE Investor elected to subject to lock-up pursuant to the Lock-Up Addendum.

“Public Warrant Agreement” means that certain Warrant Agreement dated January 28, 2021, by and between Satellogic Inc. and Continental Stock Transfer & Trust Company governing the Public Warrants.

“Public Warrants” means Warrants to purchase Class A Ordinary Shares that are listed to trade publicly on a nationally recognized exchange.

“Promissory Note Waiver Letter” means that certain Waiver Letter entered into on January 18, 2022 by and between the Company and CF Securities.

“Promissory Note Waiver Letter Additional Shares” means the Class A Ordinary Shares the Sponsor will be entitled to receive if the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share. In the event the Adjustment Period VWAP is less than \$8.00, the Adjustment Period VWAP for purposes of this calculation will be deemed to be \$8.00 pursuant to the Promissory Note Waiver Letter.

“Ordinary Shares” means, collectively, the Class A Ordinary Shares and the Class B Ordinary Shares.

“Satellogic” means Satellogic Inc.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the United States Securities Act of 1933, as amended.

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“Series X Additional Shares” means the Class A Ordinary Shares that each Nettar Series X Shareholder will be entitled to receive if the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share. In the event the Adjustment Period VWAP is less than \$8.00, the Adjustment Period VWAP for purposes of this calculation will be deemed to be \$8.00.

“SPAC IPO” means CF V’s initial public offering of CF V Units, consummated on February 2, 2021.

“SPAC Merger Sub” means Ganymede Merger Sub 2 Inc., a Delaware corporation and a direct wholly owned subsidiary of Satellogic.

“Sponsor” means CFAC Holdings V, LLC, a Delaware limited liability company.

“Sponsor Earn-Out Shares” means the Class A Ordinary Shares that the Sponsor may receive pursuant to the Sponsor Support Agreement.

“Sponsor Support Agreement” means that certain Sponsor Support Agreement, dated as July 5, 2021 by and among Satellogic Inc., the Sponsor and Nettar Group Inc.

“Target Merger Sub” means Ganymede Merger Sub 1 Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a direct wholly owned subsidiary of Satellogic.

“Trading Day” means any day on which Nasdaq is open for trading.

“Transactions” means, collectively, the Mergers, the Convertible Notes Conversion and each of the other transactions contemplated by the Merger Agreement or any of the ancillary agreements related thereto.

“Trust Account” means the Trust Account of CF V which was for the benefit of CF V’s public stockholders.

“U.S. dollar”, “\$” or “USD” each refers to the United States Dollar.

“U.S. GAAP” means accounting principles generally accepted in the United States of America.

“Warrants” means the \$10.00 Liberty Warrants, the \$11.50 Warrants, the \$15.00 Liberty Warrants, the PIPE Warrants and the Columbia Warrants.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This registration statements contains forward-looking statements regarding, among other things, the plans, strategies and prospects, both business and financial of the Company. These statements are based on the beliefs and assumptions of the management of the Company. Although the Company believe its plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, the Company cannot assure you that either will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. The words “anticipates,” “believe,” “continue,” “could,” “estimate,” “expect,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predicts,” “project,” “should,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- the benefits from the Business Combination;
- the Company’s ability to utilize the “controlled company” exemption under the rules of Nasdaq;
- the Company’s ability to maintain the listing of the Class A Ordinary Shares or Warrants on Nasdaq;
- the Company’s future financial performance following the Business Combination, including any expansion plans and opportunities;
- the Company’s success in retaining or recruiting, or changes required in, its officers, key employees or directors following the Business Combination or any other initial business combination;
- changes in the Company’s strategy, future operations, financial position, estimated revenue and losses, projected costs, prospects and plans;
- the Company’s ability to coordinate with the NOAA Commercial Remote Sensing Regulatory Affairs agency to assure an understanding of regulations as they evolve;
- the implementation, market acceptance and success of the Company’s business model;
- the Company’s expectations surrounding capital requirements as it seeks to build and launch more satellites;
- the Company’s expectations surrounding the growth of its commercial platform as a part of its revenues;
- the Company’s expectations surrounding the insurance it will maintain going forward;
- the Company’s ability to conduct remaps of the planet with increasing regularity or frequency as it increases its number of satellites;
- the Company’s ability to productize its internal data analytics platform;
- the Company’s plans to build out its constellation of satellites to 202 by 2025;
- the Company’s ability to launch satellites less expensively than its competitors; and
- the Company’s ability to increase satellite production to meet demand and reach its mapping goals.

These forward-looking statements are based on information available as of the date of this prospectus, and current expectations, forecasts and assumptions, and involve a number of risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

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In addition, statements that the Company “believes” and similar statements reflect such parties’ beliefs and opinions on the relevant subject. These statements are based upon information available to such party as of the date of this prospectus, and while such party believes such information forms a reasonable basis for such statements, such information may be limited or incomplete, and these statements should not be read to indicate that the Company has conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should not place undue reliance on these forward-looking statements that speak only as of the date hereof. As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:

- the outcome of any legal proceedings that may be instituted against the Company or others following announcement of the Business Combination and the transactions contemplated therein;
- the risk that the proposed transaction disrupts current plans and operations as a result of the announcement and consummation of the Business Combination;
- the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, the ability of the Company to grow and manage growth profitably, maintain relationships with customers, compete within its industry and retain its key employees;
- the possibility the Company may be adversely impacted by other economic, business, and/or competitive factors;
- future exchange and interest rates;
- the significant uncertainty created by the COVID-19 pandemic;
- the Company is highly dependent on the services of its executive officers;
- the Company may experience difficulties in managing its growth and expanding its operations;
- the success of the Company’s business will be highly dependent on its ability to effectively market and sell its EO services, including to commercial customers, and to convert contracted revenues and its pipeline of potential contracts into actual revenues, which can be a costly process;
- the Company may face risks and uncertainties associated with defense-related contracts, which may have a material adverse effect on its business;
- if the Company is unable to scale production of its satellites as planned, its business and results of operations could be adversely affected;
- the Company is dependent on third parties to transport and launch its satellites into space and any delay could have a material adverse impact on its business, financial condition, and results of operations;
- the market may not accept the Company’s geospatial intelligence, imagery and related data analytic products and services, and its business is dependent upon its ability to keep pace with the latest technological changes;
- the Company’s ability to grow its business depends on the successful production, launch, commissioning and/or operation of its satellites and related ground systems, software and analytic technologies, which is subject to many uncertainties, some of which are beyond its control;
- the market for geospatial intelligence, imagery and related data analytics has not been established with precision, is still emerging and may not achieve the growth potential the Company expects or may grow more slowly than expected;
- if the Company’s satellites fail to operate as intended, it could have a material adverse effect on its business, financial condition and results of operations;

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- satellites are subject to production and launch delays, launch failures, damage or destruction during launch, the occurrence of which can materially and adversely affect the Company's operations; and
- other risks and uncertainties described in this prospectus, including those under the section entitled "*Risk Factors*."



## PROSPECTUS SUMMARY

*This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in the Company's securities. Before making an investment decision, you should read this entire prospectus carefully, especially "Risk Factors" and the financial statements and related notes thereto, and the other documents to which this prospectus refers. Some of the statements in this prospectus constitute forward-looking statements that involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements" for more information. Unless otherwise indicated or the context otherwise requires, references in this section to "we," "our," "us," "the Company," and similar terms are to Nettar Group Inc. (d/b/a Satellogic) before the Business Combination and to the Company after the Business Combination.*

### **The Company**

The Company's predecessor, Nettar, was founded in 2010 to help solve some of the greatest challenges of our time: resource utilization and distribution by providing its customers with access to a continually refreshed source of global, high-quality data that is critical to better inform decision-making aimed at addressing these challenges.

The Company is the first vertically integrated geospatial analytics company and is building the first scalable, fully automated Earth Observation ("EO") platform with the ability, when scaled, to remap the entire planet at both high-frequency and high-resolution, providing accessible and affordable solutions for its customers. The Company plans to democratize access to geospatial data by providing planetary insights at what it believes to be the lowest cost in the industry, ultimately driving better decision-making across a broad range of industries including agriculture, forestry, energy, financial services, and cartography.

The mailing address of the Company's principal executive offices is Ruta 8 Km 17,500, Edificio 300 Oficina 324 Zonamérica Montevideo, 91600, Uruguay.

### **Market Overview**

Existing terrestrial methods and high-resolution satellites utilized for obtaining EO imagery have a number of critical shortcomings and have had limited commercial applicability to date. The manner in which actionable data is collected is extremely inefficient. Whether by helicopters, drones, planes, IoT sensor networks, or what we most commonly do, the boots-on-the-ground, data collection today is extremely inefficient and very costly and not scalable.

Satellites in low earth orbit ("LEO") are, in fact, particularly well-positioned to collect data over the surface of the earth. A satellite will orbit the planet every ninety minutes, and the earth is spinning under it, so a single satellite will eventually remap the entire surface of the earth—adding a constellation of these satellites increases the frequency of remaps.

The existing high-resolution earth observation satellites, our legacy competitors, are not well-suited to do this because the technology they are utilizing is simply too expensive and the economic use case, we believe, is not viable for broad, commercial application. Our legacy competitors must task their satellites for specific customer demands and price the imagery relative to the cost of the underlying satellite, which is quite expensive. This is why the existing EO market is relatively small and generally limited to governments and defense and intelligence customers that can afford to pay the price charged by our competitors.

We operate in the NewSpace sector, which refers to the increased commercialization and privatization of the space sector. There are a few NewSpace companies trying to build satellites for imaging at a lower cost, but they essentially fall into two categories. They either do not have sufficient resolution or they are forced to effectively

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trade resolution for capacity. Either way, they are limited in terms of image capture and thereby unable to remap the entire surface of the earth at high resolution with unit economics that are competitive with our own. The Company has solved these problems through technology innovation and vertical integration.

The Company plans to leverage its superior unit economics and put enough satellites in orbit to remap the entire surface of the earth in high-resolution on a daily basis and, in doing so, we expect to completely reshape the business model for high resolution EO as well as a number of adjacent or alternative technologies being utilized today that are considerably less efficient (e.g., drones, helicopters, planes, etc.). By remapping the entire world every day, we will be able to deliver our data to customers at near zero marginal cost. This will effectively allow us to price our data based upon the value we create in each customer's value chain as opposed to the current model whereby the pricing is inextricably linked to the high cost of the satellite. This is what we believe will allow us to expand the market for high resolution EO and tap into an estimated \$140 billion market opportunity.

### **Competitive Advantage**

We believe that we are well-positioned to compete with legacy satellite providers and NewSpace geospatial data providers. Key elements of our competitive advantages include the following:

- **Superior Unit Economics.** With estimated 60x to 100x better unit economics than our competitors, we plan to put enough satellites in orbit to collect data over the entire surface of the planet continuously (with daily remaps) and deliver this data to customers at near zero marginal costs. By delivering data to customers at near zero marginal cost, we expect to be able to price our services based on the value that we create for our customers within their value chain and not on the cost of data acquisition (i.e., satellite cost, launch, etc.). This is a critical element of our business model and what we believe to be a paradigm shift in high resolution EO imagery that is made possible by our superior unit economics.
- **Superior design and technology.** The principal challenge associated with collecting well-exposed, high-resolution imagery from orbit is that the satellite is moving at 27,000 kilometers per hour (or 7 kilometers per second). Legacy satellite operators have solved this problem by using a telescope with a very large aperture that allows them to collect well-exposed images that have no blur. These satellites are extremely expensive to build and launch. Conversely, our NewSpace competitors attempt to solve this problem with a small platform relying on a series of methods that will ultimately drive a trade-off between the resolution achieved and the capture capability. This is why our NewSpace competitors are only able to capture approximately one-tenth of data per day per satellite in comparison to our satellites. Our solution to this problem is centered around our patented and unique camera design that utilizes adaptive optics allowing us to collect approximately 10x more data from orbit than any of our competitors using a very small aperture. Today, each of our satellites in orbit is capable of capturing over 300,000 square kilometers of data per day. Additionally, our camera design has afforded us the ability to create a compact satellite design resulting in 3x lower mass and lower launch costs.
- **Vertically integrated.** We are a vertically integrated company and we design our satellites and all of their subsystems, including onboard computers, propulsion system, telescopes, cameras, radios, sensors and actuators. We manufacture many of our components, but we also partner with third parties to manufacture certain other components to our design specifications. We then assemble, integrate and test the components and satellites in our facilities. By designing every core component with our specific mission in mind (as compared to sourcing non-mission specific components built for a wide range of applications as our competitors do), we lower the cost of our materials by a factor of 10x. Our cost to deploy a high resolution imaging satellite in orbit today, including launch costs, is approximately \$1 million compared to our NewSpace competitors' average cost of approximately \$10 million with an average of 10 times less capacity.
- **High frequency remaps.** We anticipate reaching weekly remaps of the planet by 2023 and daily remaps in 2025 with our full constellation. When we reach weekly remaps, we expect to control

approximately 80% of the global supply of high resolution imagery in the market at near zero marginal cost, effectively consolidating supply, which will allow us to also consolidate demand on our platform. We believe this would create a significant disincentive for any competitor to build infrastructure to do the same. In addition, we believe that the archive of everything that is happening on the planet on a daily basis, in high resolution, will allow us, our partners and customers to train better AI algorithms. By doing so, we expect to serve customers on a larger scale which would allow for the improvement of these algorithms at a faster pace, thereby creating a network effect on the accumulation of archived data that we plan to build in our catalog.

We believe that these characteristics—the near zero marginal cost for data distribution, the consolidation of demand on the network and the network effects on the accumulation of data in our catalog—will uniquely position the Company to capitalize on the significant TAM opportunities.

## **Recent Developments**

### *Business Combination*

On the Closing Date, the Company consummated the Business Combination contemplated by the Merger Agreement. Specifically,

- Target Merger Sub merged with and into Nettar, the separate existence of Target Merger Sub ceased and Nettar was the surviving company of such merger and became a direct, wholly-owned subsidiary of the Company (the “Initial Merger”);
- immediately following confirmation of the effective filing of the Initial Merger, CF V merged with and into SPAC Merger Sub, the separate existence of SPAC Merger Sub ceased and CF V was the surviving corporation of such merger and became a direct wholly owned subsidiary of the Company;
- the single share of the Company outstanding immediately prior to the Mergers was cancelled for no consideration;
- as a result of the Initial Merger, the ordinary shares and preference shares of Nettar Group Inc. that were issued and outstanding immediately prior to the effective time of the Initial Merger (other than (i) any treasury shares or share held by the Company or any of its affiliates and (ii) any dissenting shares) were automatically cancelled and ceased to exist in exchange for (x) in the case of the Company’s Chief Executive Officer, Emiliano Kargieman, such number of newly issued Class B Ordinary Shares, of the Company and (y) in all other cases, Class A Ordinary Shares of the Company, as determined in the Merger Agreement;
- as a result of the CF V Merger, each CF V Unit issued and outstanding immediately prior to the effective time of the CF V Merger (the “CF V Merger Effective Time”) was automatically separated and the holder thereof was deemed to hold one share of CF V Class A Common Stock and one-third of one CF V Warrant and, immediately following the separation of each CF V Unit, (a) each share of CF V Class B Common Stock automatically converted into one share of CF V Class A Common Stock (the “Initial Conversion”) and (b) immediately following the Initial Conversion, each share of CF V Class A Common Stock that was issued and outstanding immediately prior to the CF V Merger Effective Time (other than any treasury share held by CF V or share held by any subsidiary of CF V), was cancelled and ceased to exist in exchange for the right to receive Class A Ordinary Shares in accordance with the Merger Agreement;
- each CF V Warrant outstanding immediately prior to the CF V Merger Effective Time was assumed by the Company and converted into a warrant exercisable for that number of Class A Ordinary Shares as determined in accordance with the Merger Agreement;
- all Convertible Notes of Nettar Group Inc. converted into Nettar Preference Shares as determined in accordance with the Merger Agreement;

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- all Nettar Preference Shares outstanding immediately prior to the effective time of the Initial Merger (other than dissenting shares) were converted into a number of Class A Ordinary Shares as determined in the Merger Agreement;
- all options to purchase ordinary shares of Nettar Group Inc. were assumed by the Company and became options to purchase Class A Ordinary Shares (the “Assumed Options”) as determined in accordance with the Merger Agreement; and
- the Columbia Warrants outstanding immediately prior to the effective time of the Initial Merger was assigned to Satellogic and became a warrant exercisable for that number of Class A Ordinary Shares as determined in accordance with the Merger Agreement.

### *Liberty Subscription Agreement*

On January 18, 2022, the Company and CF V entered into the Liberty Subscription Agreement with the Liberty Investor, pursuant to which the Liberty Investor agreed to purchase, and the Company agreed to issue and sell to the Liberty Investor, following satisfaction or waiver of the conditions in the Liberty Subscription Agreement, certain securities of the Company, including (i) 20,000,000 Class A Ordinary Shares (the “Liberty Shares”), (ii) 5,000,000 warrants, each warrant providing the holder thereof the right to purchase one (1) Class A Ordinary Share at an exercise price of \$10.00 per share (the “\$10.00 Liberty Share Warrants”), and (iii) 15,000,000 warrants, each warrant providing the holder thereof the right to purchase one (1) Class A Ordinary Share at an exercise price of \$15.00 per share (the “\$15.00 Liberty Warrants” and, together with the \$10.00 Liberty Share Warrants, the “Liberty Share Warrants”), in a private placement for an aggregate purchase price of \$150.0 million. The Liberty Share Warrants are exercisable as and from the Liberty Closing, will expire on the fifth anniversary of the Liberty Closing (February 10, 2027) and are subject to the terms and conditions set out in the Liberty Warrant Agreement attached as Exhibit 10.19 hereto.

The Liberty Closing occurred on February 10, 2022.

In connection with the Liberty Investment the Company has agreed to provide the Liberty Investor with the same registration rights with respect to the Liberty Securities (as defined below) as the Company provided to the PIPE Investors in the PIPE Subscription Agreements, including “demand” registration rights that require the Company to register under the Securities Act the Class A Ordinary Shares and Liberty Share Warrants held or acquired by Liberty. The “Liberty Securities” means the Liberty Shares, the Liberty Share Warrants, and the Class A Ordinary Shares issuable upon exercise of the Liberty Share Warrants.

The Liberty Investor has agreed to subject the Liberty Securities to transfer restrictions until January 25, 2023.

### *Liberty Letter Agreement*

Contemporaneously with the execution of the Liberty Subscription Agreement, the Company, Liberty and Sponsor entered into the Liberty Letter Agreement. The parties to the Liberty Letter Agreement have agreed that for so long as a Cessation Event (as defined in the Liberty Letter Agreement, i.e., if the Liberty Investor (or affiliates managed by the Liberty Manager or its affiliates) cease to hold, in the aggregate, at least 6,666,666 Class A Ordinary Shares) has not occurred, among other things:

- the Liberty Investor has the right to nominate two directors (including any successors) for election to the Board by the Company’s shareholders (the “Liberty Directors”), which director nominees must be reasonably acceptable to the Company. In this regard, the parties have further agreed that:
  - The Sponsor and Mr. Kargieman will vote their Class A Ordinary Shares and Class B Ordinary Shares, (and those held by any persons over which they have voting control), in favor of the election of the Liberty Director nominees.

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- Secretary Mnuchin will be nominated for election as non-executive Chairman to the Board to serve as one of the Liberty Directors. For so long as Secretary Mnuchin is a Liberty Director, he shall be the non-executive Chairman of the Board, and the Sponsor and Mr. Kargieman shall not be required to vote for any person designated by the Liberty Investor to replace Secretary Mnuchin unless such party consents in writing to such replacement, such consent not to be unreasonably withheld.
- Mr. Kargieman will cause any transferee of any Class B Ordinary Shares held by him to agree, as a condition to such transfer, to all of his obligations under the Liberty Letter Agreement (other than in the case of a transfer to a transferee that would result in automatic conversion of such Class B Ordinary Shares into Class A Ordinary Shares in accordance with the Company's Governing Documents).
- The Liberty Investor's right to nominate the Liberty Directors will cease immediately following the occurrence of a Cessation Event, and the terms of any then-serving Liberty Directors will expire at the next election of directors (but in no event more than one year after the Cessation Event).
- The Company will (a) take all necessary action to cause the Liberty Directors to be elected to the Board; (b) maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to the Liberty Investor; (c) provide for indemnification, exculpation and advancement of expenses to the fullest extent permitted under applicable law in the Company's Governing Documents; (d) not increase or decrease the maximum number of directors permitted to serve on the Board without the prior written consent of the Liberty Investor; and (e) not take any action, including making or recommending any amendment to the Company Governing Documents that could reasonably be expected to adversely affect the Liberty Investor's rights under the Liberty Letter Agreement;
- in addition to the Liberty Directors, the Board will initially include Ted Wang, Brad Halverson, and another person designated by Mr. Kargieman who is reasonably acceptable to the Liberty Investor, and in compliance with NASDAQ listing requirements;
- the Liberty Investor has the right to nominate one Liberty Director to serve on each committee of the Board, subject to certain conditions;
- for so long as Mr. Kargieman and his affiliates beneficially own at least one-third of the number of shares of the Company owned by him on the date of the Closing (subject to customary adjustments for corporate events), Mr. Kargieman will have the right to designate two directors for election to the Board by the Company's shareholders, one of whom will be Mr. Kargieman and the other shall be reasonably acceptable to the Liberty Investor and the Sponsor, who will initially be Marcos Galperin, and the Sponsor and the Liberty Investor will vote any shares held by them in favor of the election of such persons; and
- for so long as the Sponsor and its affiliates beneficially own at least one-third of the number of shares of the Company owned by them on the date of the Closing (subject to customary adjustments for corporate events), Mr. Lutnick will be nominated for election by the Board to the Company's shareholders and Mr. Kargieman and the Liberty Investor will vote any shares held by them in favor of the election of Mr. Lutnick.

In addition, so long as Class B Ordinary Shares are outstanding, the Company will be required to obtain the written consent of the Liberty Investor if it were to issue in a transaction, or series of transactions, a number of shares that equals or exceeds 20% of its then-outstanding ordinary shares on a fully diluted basis (assuming exercise of all options and warrants of the Company); provided that no such consent shall be required if such issuance of shares is made in connection with:

- any acquisition by the Company of any equity interests, assets, properties, or business of any person;

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- any merger, consolidation, or other business combination involving the Company;
- any transaction or series of related transactions involving a change of control (as defined in the Liberty Letter Agreement); or
- any equity split, payment of distributions, or any similar recapitalization.

An advisory fee is payable by the Company to the Liberty Manager in exchange for advisory services to be provided to the Company by the Liberty Manager (whereby the Liberty Investor will cause the Liberty Manager to be reasonably available to advise the Company from time to time until the occurrence of a Cessation Event). The advisory fee payable for such services include:

- 2,500,000 warrants, each providing the right to purchase one (1) Class A Ordinary Share at an exercise price of \$10.00 per share (the “Liberty Advisory Fee Warrants”), which were issued on the Liberty Closing; and
- for so long as a Cessation Event has not occurred, \$1.25 million to be paid in cash on the eighteen (18) month anniversary of the Liberty Closing and on the last day (or, if not a business day, the immediately following business day) of each of the following five (5) successive three-month anniversaries of such 18-month anniversary (each, an “Advisory Fee Cash Payment” and, together, the “Advisory Fee Cash Payments”), representing aggregate Advisory Fee Cash Payments of up to \$7,500,000. From and after a Cessation Event, no Advisory Fee Cash Payments shall be payable by the Company.

The Liberty Advisory Fee Warrants are exercisable as and from the one-year anniversary of, and will expire on the fifth anniversary of, the Liberty Closing (February 10, 2027). The Liberty Advisory Fee Warrants are subject to substantially the same terms as the Liberty Share Warrants and, the registration rights as they apply to the Liberty Securities pursuant to the Liberty Subscription Agreement also apply to the shares underlying the Liberty Advisory Fee Warrants. For so long as the Liberty Investor or its permitted transferees hold Liberty Share Warrants or Liberty Advisory Fee Warrants, such warrants will not be redeemable by the Company.

In connection with the Liberty Letter Agreement, the Company amended the Company Governing Documents to, among other things, modify the voting rights of the holders of Class B Ordinary Shares from ten votes per share to a number of votes per share such that, as of the Liberty Closing, the aggregate number of votes attributable to the Class B Ordinary Shares is equal to the aggregate number of votes attributable to Class A Ordinary Shares held by the Liberty Investor (subject to certain adjustments).

The Company has reimbursed the Liberty Investor for all reasonable and documented out-of-pocket expenses incurred by it in connection with the transaction contemplated by the Liberty Letter Agreement and the Liberty Subscription Agreement, in the amount of \$250,000.

In connection with the Liberty Restated Letter Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share after giving effect to any forfeitures of Company Class B Ordinary Shares pursuant to Section 2.10 of the Merger Agreement shall equal (x) 20,000,000, divided by (y) (i) 13,662,658, minus (ii) the number of such forfeited Company Class B Ordinary Shares (in no event shall such forfeited shares be more than 651,596 Company Class B Ordinary Shares), but taking into account any adjustment that may have occurred theretofore pursuant to clause 7.2 of the Company’s Memorandum of Association. In the event that any Earnout Shares (as defined in the Merger Agreement) are issued to Mr. Kargieman pursuant to Section 2.11 of the Merger Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share shall be adjusted such that the number of votes attributable to each Company Class B Ordinary Share is reduced in a manner that results in a vote per share as if a number of shares equal to such Earnout Shares had not been forfeited pursuant to Section 2.10 of the Merger Agreement.

*Cantor Fees and Loan*

On January 18, 2022, CF V, the Company and CF&Co. entered into the CF Fee Letter pursuant to which they agreed that of the CF V Transaction Expenses payable to CF&Co., which in aggregate total approximately \$21.94 million (comprised of \$5.0 million of M&A advisory fees, \$8.75 million of business combination marketing fees, and approximately \$8.19 million of placement agent fees), only the M&A advisory fees were paid in cash while the remainder were paid in the form of an aggregate of 2,058,229 newly-issued Class A Ordinary Shares issued on the Closing Date, consisting in part of 600,000 Class A Ordinary Shares issued in connection with the placement fee due on the Liberty Investment (the “Liberty Placement Shares”).

The Company and CF Securities, entered into a Secured Promissory Note, dated December 23, 2021 (as modified by that certain letter agreement, dated December 30, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Promissory Note”), pursuant to which, CF Securities agreed to loan the Company (i) \$7,500,000 (the “Initial Loan”) and (ii) if requested by the Company, up to an additional \$7,500,000, which the Company may request until the earlier to occur of (A) the closing of the Transactions and the permitted equity issuance, and (B) February 15, 2022 (the “Additional Loan” and together with the Initial Loan, the “Loans”).

On January 18, 2022, CF Securities, the Company and Nettar Group Inc. entered into the Promissory Note Waiver Letter pursuant to which the Company and CF Securities agreed that the Company would repay the Initial Loan, including all principal and interest by the issuance of 788,021 Class A Ordinary Shares such repayment occurred on the Closing Date.

***Certain Agreements Related to the Business Combination***

***Lock-up Agreement***

In connection with the Closing of the Business Combination, holders (the “Lock-Up Company Securityholders”) of at least 85% of Nettar Shares immediately prior to the consummation of the Business Combination on a fully-diluted basis entered into Lock-Up Agreements. The Ordinary Shares received by such shareholders (the “Lock-Up Securities”) and/or holders of Convertible Notes will be locked-up until the earliest of: (i) the one (1) year anniversary of the date of the Closing, (ii) the date on which the closing price of the Ordinary Shares equals or exceeds \$20.00 per share (adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like), for any 20 Trading Days within any 30-Trading Day period commencing at least 180 days after the Closing Date, (iii) with respect to 25% of the Lock-Up Securities owned by such Lock-Up Company Securityholders, the date on which the closing price of the Ordinary Shares equals or exceeds \$15.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 Trading Days within any 30-Trading Day period commencing at least 180 days after the Closing Date, and (iv) subsequent to the Closing, the date on which the Company consummates a liquidation, merger, capital stock exchange, reorganization, or other similar transaction which results in all of the Company’s shareholders having the right to exchange their Ordinary Shares for cash, securities or other property.

***Lock-up Addendum***

In connection with the PIPE Subscription Agreements, the PIPE Investors had the option to become party to the Lock-Up Addendum, and one PIPE Investor elected to become party to the Lock-Up Addendum. The Lock-Up Addendum locks up the Lock-Up PIPE Investor’s 2,500,000 PIPE Shares for a period of two years from the Closing Date. In exchange for consenting to such lock-up period, at Closing, the Lock-Up PIPE Investor received PIPE Warrants at an exercise price of \$20.00 per share in equal number to the Lock-Up PIPE Investor’s 2,500,000 PIPE Shares subject to the lock-up.

***Insider Letter***

Pursuant to the Insider Letter, the Sponsor and the Insiders agreed to not transfer any Founder Shares and 250,000 Class A Ordinary Shares issuable to Sponsor under the Forward Purchase Contract until the earlier of (i) one year after the Closing Date and (ii) subsequent to the Closing Date, (x) if the last reported sale price of Class A Ordinary Shares equals or exceeds \$12.00 per share for any Trading Days within any 30-Trading Day period commencing at least 150 days after the Closing Date or (y) the date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Company's stockholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property.

***Sponsor Support Agreement***

Pursuant to the Sponsor Support Agreement, the Sponsor subjected the Sponsor Earn-Out Shares to vesting and potential forfeiture (and related transfer restrictions) after the Closing based on a five year-post-Closing earnout, with (i) one-third of the Sponsor Earn-Out Shares being released if the closing price of Class A Ordinary Shares exceeds \$12.50 for 10 out of any 20 Trading Days, (ii) one-third of the Sponsor Earn-Out Shares being released if the stock price of Class A Ordinary Shares exceeds \$15.00 for 10 out of any 20 Trading Days and (iii) one-third of the Sponsor Earn-Out Shares being released if the stock price of Class A Ordinary Shares exceeds \$20.00 for 10 out of any 20 Trading Days, in each case, subject to early release for release events including a sale, change of control, going private transaction or delisting after the Closing.

***Registration Rights Agreements***

Pursuant to the Registration Rights Agreements, dated as of January 25, 2022 by and among the Company and each of Emiliano Kargieman and CRIL (Mr. Kargieman and CRIL together, the "Holding Parties"), the Company agreed to file a registration statement to register (i) all Ordinary Shares held by the Holding Parties on the Closing Date, (ii) all shares issuable to upon the exercise of Warrants held by the Holding Parties on the Closing Date and (iii) any other security of the Company issued or issuable with respect to the Class A Ordinary Shares.

***Additional Shares***

Pursuant to the PIPE Subscription Agreements, PIPE Investors are entitled to receive PIPE Additional Shares if the Adjustment Period VWAP is less than \$10.00 per share (up to a maximum of 1,716,693 PIPE Additional Shares, if the Adjustment Period VWAP is less than or equal to \$8.00 per share, in connection with which an equal number of Ordinary Shares held by the Sponsor, the Nettar Shareholders and holders of Convertible Notes would be forfeited and cancelled).

Pursuant to the Amended and Restated Forward Purchase Contract, the Sponsor is entitled to receive the FPC Additional Shares if the Adjustment Period VWAP is less than \$10.00 per share (up to a maximum of 250,000 FPC Additional Shares, if the Adjustment Period VWAP is less than or equal to \$8.00 per share, in connection with which an equal number of Ordinary Shares held by the Sponsor, the Nettar Shareholders and holders of Convertible Notes would be forfeited and cancelled).

In the event the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share, each Nettar Series X Shareholder will be entitled to receive a certain number of additional Class A Ordinary Shares calculated in a similar manner as the PIPE Additional Shares and FPC Additional Shares (up to a maximum of 535,085 additional Class A Ordinary Shares, if the Adjustment Period VWAP is less than or equal to \$8.00 per share, in connection with which issuance an equal number of Ordinary Shares held by the Sponsor, the Nettar Shareholders and holders of Convertible Notes would be forfeited and cancelled).



### ***CF Fee Letter***

Pursuant to a fee letter dated as of January 18, 2022, CF V, the Company and CF&Co. agreed that of the CF V Transaction Expenses payable to CF&Co., which in aggregate total approximately \$21.94 million (comprised of \$5.0 million of M&A advisory fees, \$8.75 million of business combination marketing fees, and approximately \$8.19 million of placement agent fees), only the M&A advisory fees would be paid in cash with the remainder being paid in the form of an aggregate of 2,058,229 newly-issued Class A Ordinary Shares, 600,000 of which are Liberty Placement Shares and are subject to adjustment.

In the event the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share, CF&Co. will be entitled to receive a certain number of additional Class A Ordinary Shares calculated in a similar manner as the PIPE Additional Shares and FPC Additional Shares (up to a maximum of 150,000 additional Class A Ordinary Shares, if the Adjustment Period VWAP is less than or equal to \$8.00 per share).

### ***Promissory Note Waiver Letter***

On January 18, 2022, CF Securities, the Company and Nettar Group Inc. entered into the Promissory Note Waiver Letter pursuant to which the Company and CF Securities agreed that the Company will repay the Initial Loan, including all principal and interest, on the Closing of the Business Combination by the issuance of 788,021 Class A Ordinary Shares.

In the event the Adjustment Period VWAP is less than \$10.00 per Class A Ordinary Share, CF&Co. will be entitled to receive a certain number of additional Class A Ordinary Shares calculated in a similar manner as the PIPE Additional Shares and FPC Additional Shares (up to a maximum of 197,005 additional Class A Ordinary Shares, if the Adjustment Period VWAP is less than or equal to \$8.00 per share).

### **Implications of Being an “Emerging Growth Company,”**

The Company qualifies as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”). As an “emerging growth company,” the Company may take advantage of certain exemptions from specified disclosure and other requirements that are otherwise generally applicable to public companies. These exemptions include:

- not being required to comply with the auditor attestation requirements for the assessment of our internal control over financial reporting provided by Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”);
- reduced disclosure obligations regarding executive compensation; and
- not being required to hold a nonbinding advisory vote on executive compensation or seek shareholder approval of any golden parachute payments not previously approved.

The Company may take advantage of these reporting exemptions until it is no longer an “emerging growth company.” The Company expects to remain an “emerging growth company” until December 31, 2022.

### **Implications of Being a “Foreign Private Issuer”**

The Company is also considered a “foreign private issuer” and will report under the Securities Exchange Act of 1934 (as amended, the “Exchange Act”) as a non-U.S. company with “foreign private issuer” status. This means that, even after the Company no longer qualifies as an “emerging growth company,” as long as it qualifies as a “foreign private issuer” under the Exchange Act, it will be exempt from certain provisions of the Exchange Act that are applicable to U.S. public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;

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- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the Securities and Exchange Commission (the “SEC”) of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events.

The Company may take advantage of these reporting exemptions until such time as it is no longer a “foreign private issuer.” The Company could lose its status as a “foreign private issuer” under current SEC rules and regulations if more than 50% of the Company’s outstanding voting securities become directly or indirectly held of record by U.S. holders and any one of the following is true: (i) the majority of the Company’s directors or executive officers are U.S. citizens or residents; (ii) more than 50% of the Company’s assets are located in the United States; or (iii) the Company’s business is administered principally in the United States.

The Company may choose to take advantage of some but not all of these reduced burdens. The Company has taken advantage of reduced reporting requirements in this prospectus. Accordingly, the information contained in this prospectus may be different from the information you receive from the Company’s competitors that are public companies, or other public companies in which you have made an investment.

As a “foreign private issuer,” as defined by the SEC, the Company is permitted to follow home country corporate governance practices, instead of certain corporate governance practices required by the Trading Market for U.S. domestic issuers other than with respect to certain voting and committee requirements. The Company has elected to avail itself of the exemptions available to it under Rule 5613(c) of the Trading Market rules by forgoing (i) the requirement that the Company have a compensation committee that is composed entirely of independent directors with a written charter addressing the committee’s purpose and responsibilities and (ii) the requirement that the Company have a nominating and corporate governance committee composed of entirely independent directors. The Company will be eligible to take advantage of additional exemptions from certain corporate governance standards of the Trading Market.

The Company intends to take all actions necessary for it to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act of 2002, the rules adopted by the SEC and the Trading Market corporate governance rules and listing standards.

Because the Company is, and upon the Closing is expected to be, a foreign private issuer, its directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

### **Summary Risk Factors**

Investing in the Company’s securities entails a high degree of risk as more fully described under “*Risk Factors*.” You should carefully consider such risks before deciding to invest in the Company’s securities. These risks include, among others:

- The Company is an early stage company that has not demonstrated a sustained ability to generate revenues. If it does not generate revenue as expected, its financial condition will be materially and adversely affected.
- The success of the Company’s business will be highly dependent on its ability to effectively market and sell its EO services and to convert contracted revenues and its pipeline of potential contracts into actual revenues, which can be a costly process.
- The Company’s sales efforts involve considerable time and expense and the Company’s sales cycle is often long and unpredictable.

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- The Company may face risks and uncertainties associated with defense-related contracts, which may have a material adverse effect on its business.
- The Company's financial projections are subject to certain risks, assumptions, estimates and uncertainties particularly given its limited experience in forecasting revenue associated with new contracts. As a result, its projected revenues and profitability may differ materially from its expectations.
- If the Company is unable to scale production of its satellites as planned, its business and results of operations could be materially and adversely affected.
- The Company is dependent on third parties to transport and launch its satellites into space and any delay could have a material and adverse impact on its business, financial condition, and results of operations.
- Although the Company designs many of its key satellite components, the Company relies on third party vendors and manufacturers to build and provide its satellite components, products or services and the inability of these vendors and manufacturers to meet the Company's needs could have a material adverse effect on its business.
- The Company depends on ground station and cloud-based computing infrastructure operated by third parties for value added services, and any errors, disruption, performance problems or failure in their or its operational infrastructure could materially and adversely affect the Company's business, financial condition and results of operations.
- The Company's customer contracts may require it to meet certain minimum service requirements which can vary significantly from customer to customer. Any failure to meet its service requirements may materially and adversely affect the Company's business, results of operations and financial condition.
- The market may not accept the Company's geospatial intelligence, imagery and related data analytic products and services, and its business is dependent upon its ability to keep pace with the latest technological changes.
- The Company may not be able to identify suitable acquisition candidates or consummate acquisitions on acceptable terms, or the Company may be unable to successfully integrate acquisitions, which could disrupt its operations and materially and adversely impact its business and operating results.
- The Company faces competition for geospatial intelligence, imagery and related data analytic products and services which may limit its ability to gain market share.
- The Company's products and services are complex and could have unknown defects or errors, which may increase its costs, harm its reputation with customers, give rise to costly litigation, or divert its or its customers' resources from other purposes.
- The Company's business is capital intensive, and it may not be able to raise adequate capital to finance its business strategies, including funding future satellites, or it may be able to do so only on terms that significantly restrict its ability to operate its business.
- The Company's ability to grow its business depends on the successful production, launch, commissioning and/or operation of its satellites and related ground systems, software and analytic technologies, which is subject to many uncertainties, some of which are beyond its control.
- The market for geospatial intelligence, imagery and related data analytics has not been established with precision, is still emerging and may not achieve the growth potential the Company expects or may grow more slowly than expected.
- If the Company's satellites and related equipment have shorter useful lives than it anticipates, it may be required to recognize impairment charges.

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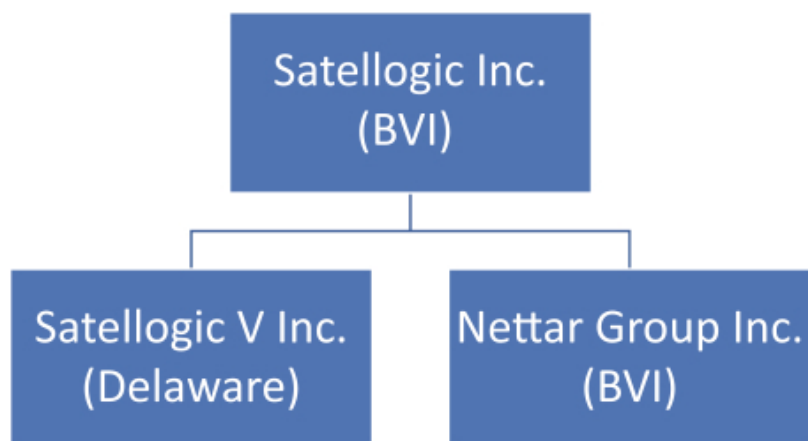
- If the Company's satellites fail to operate as intended, it could have a material adverse effect on its business, financial condition and results of operations.
- Satellites are subject to production and launch delays, launch failures, damage or destruction during launch, the occurrence of which could materially and adversely affect the Company's operations.
- The Company typically purchases pre-launch and launch insurance coverage for its satellites to address the risk of potential systemic anomalies, failures, collisions with its satellites or other satellites or debris, or catastrophic events that occur prior to or during launch. However, such insurance may be insufficient or unavailable on acceptable cost and terms, if at all.
- Coordination results may adversely affect the Company's ability to use its satellites in certain orbital locations for its proposed service or coverage area or may delay its ability to launch satellites and thereby operate its proposed services.
- Prolonged unfavorable weather conditions could negatively impact the Company's operations.
- To date, based on the structure of the Company's business and operations and informal discussion with regulators, the Company does not believe its satellite operations are subject to U.S. regulation. If it is determined by a U.S. regulatory authority that the Company's operations are subject to U.S. law, the Company could be subject to penalties and other adverse consequences as a result of noncompliance.
- If the Company is successful in becoming a U.S. governmental contractor, its business will be subject to significant U.S. regulations, and reductions or changes in U.S. government spending, including the U.S. defense budget, could reduce its revenue and adversely affect its business.
- The Company's business with governmental entities is subject to the policies, priorities, regulations, mandates, and funding levels of such governmental entities and may be negatively impacted by any change thereto.
- The Company's business is subject to a wide variety of additional extensive and evolving government laws and regulations. Failure to comply with such laws and regulations could have a material adverse effect on the Company's business.
- The Company is subject to the orbital slot and spectrum access requirements of the International Telecommunication Union ("ITU") and the regulatory and licensing requirements in each of the countries in which it provides services, operates facilities, or licenses terminals, and the Company's business is sensitive to regulatory changes internationally and in those countries.
- Data breaches or incidents involving the Company's technology or products could damage its business, reputation and brand and substantially harm its business and results of operations.
- The Company's technologies contain "open source" software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect its business.
- The Company relies on the significant experience and specialized expertise of its senior management, engineering, sales and operational staff and must retain and attract qualified and highly skilled personnel in order to grow its business successfully. If the Company is unable to build, expand, and deploy additional members its management, engineering, sales and operational staff in a timely manner, or at all, or to hire, retain, train, and motivate such personnel, its growth and long-term success could be adversely impacted.
- The ability of the Company's management to operate the business successfully is largely dependent upon the efforts of certain key personnel of the Company. The loss of such key personnel could negatively impact the operations and financial results of the combined business.
- The dual class structure of the Ordinary Shares has the effect of concentrating voting control with certain shareholders of the Company and limiting its other shareholders' ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of Class A Ordinary Shares may view as beneficial.

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- The Company is a “controlled company” within the meaning of the rules of Nasdaq and is exempt from certain corporate governance requirements as a result.
- Failure to maintain effective internal controls over financial reporting could have a material adverse effect on the Company’s business, operating results and stock price.
- The Company is an “emerging growth company” and, as a result of the reduced disclosure and governance requirements applicable to emerging growth companies, the Class A Ordinary Shares may be less attractive to investors.

### **Corporate Structure**

The following diagram shows the ownership and structure of the Company immediately following the consummation of the Business Combination.



- (1) The diagram above only shows selected subsidiaries of the Company.
- (2) All lines represent 100% ownership unless otherwise indicated.

### **Corporate Information**

The Company was incorporated under the laws of the British Virgin Islands on June 29, 2021 for the sole purpose of effectuating the Business Combination, having its registered office at Maples Corporate Services (BVI) Limited, Kingston Chambers, PO Box 173, Road Town, Tortola, BVI and its principal executive office is located at 8 Km 17,500, Edificio 300 Oficina 324 Zonamérica Montevideo, 91600, Uruguay and its telephone number is 00-598-25182302. The Company’s principal website address is [www.satellogic.com](http://www.satellogic.com). We do not incorporate the information contained on, or accessible through, the Company’s websites into this prospectus, and you should not consider it a part of this prospectus.

## SUMMARY TERMS OF THE OFFERING

The summary below describes the principal terms of the offering. The “Description of Securities” section of this prospectus contains a more detailed description of the Ordinary Shares and Warrants.

We are registering the resale by the Selling Securityholders or their permitted transferees of up to (a) 87,889,154 Class A Ordinary Shares of Satellogic Inc. (the “Company”), which include (i) 7,533,463 Class A Ordinary Shares beneficially held by a limited number of qualified institutional buyers and institutional and individual accredited investors which were issued upon the closing of the Business Combination in a private placement, (ii) 1,500,000 Class A Ordinary Shares issued to the Sponsor pursuant to the Forward Purchase Contract, (iii) 535,085 Class A Ordinary Shares issuable to certain former holders of Nettar Series X Preference Shares, (iv) 2,208,229 Class A Ordinary Shares issued to an affiliate of the Sponsor in lieu of advisory and other fees owed to them, (v) 985,026 Class A Ordinary Shares issued to an affiliate of Sponsor in satisfaction of debt owed to them, (vi) the Liberty Shares (comprising 20,000,000 Class A Ordinary Shares) issued pursuant to the Liberty Subscription Agreement, (vii) 13,662,658 Class A Ordinary Shares issuable upon conversion of our Class B Ordinary Shares, (viii) 533,333 Class A Ordinary Shares issuable upon the exercise of \$11.50 Warrants, (ix) 7,500,000 Class A Ordinary Shares issuable upon the exercise of the \$10.00 Liberty Warrants, (x) 15,000,000 Class A Ordinary Shares issuable upon the exercise of the \$15.00 Liberty Warrants, (xi) 2,500,000 Class A Ordinary Shares issuable upon the exercise of PIPE Warrants and (xii) 15,931,360 Class A Ordinary Shares issuable upon conversion of the Columbia Warrants and (b) 41,264,693 Warrants to purchase Class A Ordinary Shares which include (i) 533,333 \$11.50 Warrants, (ii) 7,500,000 \$10.00 Liberty Warrants, (iii) 15,000,000 \$15.00 Liberty Warrants, (iv) 2,500,000 PIPE Warrants and (v) 15,931,360 Columbia Warrants.

Any investment in the securities offered hereby is speculative and involves a high degree of risk. You should carefully consider the information set forth under “Risk Factors” on page 22 of this prospectus.

### Issuance of Ordinary Shares

Class A Ordinary Shares to be issued upon exercise of all Warrants 41,464,693

### Resale of Ordinary Shares

Class A Ordinary Shares offered by the Selling Securityholders 46,424,461

### Resale of Warrants

Warrants offered by the Selling Securityholders 41,464,693

### Use of Proceeds

We will receive up to an aggregate of \$396,222,362.57 if all of the Warrants are exercised to the extent such Warrants are exercised for cash. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. We will not receive any proceeds from the sale of the Ordinary Shares to be offered by the Selling Securityholders.

### Dividend Policy

The Company currently expect to retain all future earnings for use in the operation and expansion of its business and does not plan to pay any dividends on its Ordinary Shares in the near future. The declaration and payment of any dividends in the future will be determined by the Board of Directors in its discretion, and will depend on a number of factors, including our earnings, capital requirements, overall financial condition, applicable law and contractual restrictions. See “Dividend Policy.”

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Lock-Up Restrictions	Certain of our shareholders are subject to certain restrictions on transfer until the termination of the applicable lock-up restrictions. See “ <i>Summary — Recent Developments — Certain Agreements Related to the Business Combination — Lock-up Agreement</i> ”; “ <i>Summary — Recent Developments — Certain Agreements Related to the Business Combination — Lock-up Addendum</i> ”, “ <i>Summary — Recent Developments — Certain Agreements Related to the Business Combination — Lock-up Addendum</i> ” and “ <i>Summary — Recent Developments — Certain Agreements Related to the Business Combination — Liberty Investment</i> ” for further discussion.
Market for our securities	Our Class A Ordinary Shares and certain of our \$11.50 Warrants are listed on The Nasdaq Capital Market under the symbols “SATL” and “SATLW,” respectively.
Risk factors	Investing in our securities involves substantial risks. See “ <i>Risk Factors</i> ” for a description of certain of the risks you should consider before investing in the Company.

## SELECTED HISTORICAL FINANCIAL DATA OF CF V

The following table sets forth selected historical financial information derived from CF V's unaudited financial statements as of September 30, 2021 and for the year ended December 31, 2021 and 2020 included elsewhere in this prospectus. You should read the following selected financial data in conjunction with the financial statements and the related notes appearing elsewhere in this prospectus.

The historical results presented below are not necessarily indicative of the results to be expected for any future period.

### Balance Sheets

	September 30, 2021 (Unaudited)	December 31, 2020
<b>Assets</b>		
Current Assets:		
Cash	\$ 25,000	\$ 25,000
Prepaid expenses	485,388	—
<b>Total current assets</b>	<b>510,388</b>	<b>25,000</b>
Deferred offering costs associated with proposed initial public offering	—	131,695
Other assets	150,212	—
Cash equivalents held in Trust Account	250,014,385	—
<b>Total Assets</b>	<b>\$250,674,985</b>	<b>\$ 156,695</b>
<b>Liabilities and Stockholders' Equity (Deficit)</b>		
Current Liabilities:		
Accrued expenses	\$ 2,189,604	\$ 94,560
Payables to related party	—	37,640
Sponsor loan—promissory notes	1,197,223	—
Franchise tax payable	145,455	—
<b>Total Current Liabilities</b>	<b>3,532,282</b>	<b>132,200</b>
Warrant liability	8,277,333	—
Forward purchase securities liability	2,055,630	—
<b>Total Liabilities</b>	<b>13,865,245</b>	<b>132,200</b>
<b>Commitments and Contingencies (Note 5)</b>		
Class A common stock subject to possible redemption, 25,000,000 and 0 shares at redemption value of \$10.00 per share as of September 30, 2021 and December 31, 2020, respectively	250,000,000	—
<b>Stockholders' Equity (Deficit)</b>		
Preferred stock, \$0.0001 par value; 1,000,000 shares authorized; none issued and outstanding as of both September 30, 2021 and December 31, 2020	—	—
Class A common stock, \$0.0001 par value; 240,000,000 shares authorized; 600,000 issued and outstanding (excluding 25,000,000 shares subject to possible redemption) as of September 30, 2021 and no shares issued and outstanding as of December 31, 2020	60	—
Class B common stock, \$0.0001 par value; 30,000,000 shares authorized; 6,250,000 and 7,187,500 shares issued and outstanding on September 30, 2021 and December 31, 2020, respectively	625	719
Additional paid-in-capital	—	24,281
Accumulated deficit	(13,190,945)	(505)
<b>Total Stockholders' Equity (Deficit)</b>	<b>(13,190,260)</b>	<b>24,495</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$250,674,985</b>	<b>\$ 156,695</b>



**Income Statement**

	<b>For the Nine Months Ended September 30, 2021</b>	<b>For the Period from January 23, 2020 (Inception) through September 30, 2020</b>
	<b>(Unaudited)</b>	<b>(Unaudited)</b>
General and administrative costs	\$ 3,127,094	\$ —
Administrative expenses—related party	79,643	—
Franchise tax expense	147,633	—
Loss from operations	(3,354,370)	—
Interest income on investments held in Trust Account	14,385	—
Change in fair value of warrant liability	2,071,893	—
Change in fair value of forward purchase securities liability	(2,055,630)	—
<b>Net loss</b>	<b>\$ (3,323,722)</b>	<b>\$ —</b>
Weighted average number of shares of common stock outstanding:		
Class A—Public shares	22,069,597	—
Class A—Private placement	529,670	—
Class B—Common stock	6,250,000	6,250,000 <sup>(1)</sup>
Basic and diluted net loss per share:		
Class A—Public shares	\$ (0.12)	\$ —
Class A—Private placement	\$ (0.12)	\$ —
Class B—Common stock	\$ (0.12)	\$ —

- (1) Excludes an aggregate of up to 937,500 shares subject to forfeiture if the over-allotment option is not exercised in full by the underwriter. This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 founder shares (see Note 6).

## Statement of Cash Flows

	For the Nine Months Ended September 30, 2021 (Unaudited)	For the Period from January 23, 2020 (Inception) through September 30, 2020 (Unaudited)
<b>Cash flows from operating activities</b>		
Net Income	\$ (3,323,722)	\$ —
Adjustments to reconcile net income to net cash used in operating activities:		
General and administrative expenses paid by related party	806,724	—
Interest income on investments held in Trust Account	(14,385)	—
Change in fair value of warrant liability	(2,071,893)	—
Change in fair value of forward purchase securities liability	2,055,630	—
Change in operating assets and liabilities:		
Other assets	361,537	—
Accrued expenses	2,095,044	—
Franchise tax payable	145,455	—
Deferred offering costs associated with proposed initial public offering	131,695	—
Payables to related party	(37,640)	—
<b>Net cash provided by operating activities</b>	<u>148,445</u>	<u>—</u>
<b>Cash flows from investing activities</b>		
Cash deposited in Trust Account	(250,000,000)	—
<b>Net cash used in investing activities</b>	<u>(250,000,000)</u>	<u>—</u>
<b>Cash flows from financing activities</b>		
Proceeds from issuance of Class B common stock		25,000
Proceeds from related party—Sponsor loan	1,197,223	—
Proceeds received from initial public offering	250,000,000	—
Proceeds received from private placement	6,000,000	—
Offering costs paid	(5,393,362)	—
Payment of related party payable	(1,952,306)	—
<b>Net cash provided by financing activities</b>	<u>249,851,555</u>	<u>25,000</u>
<b>Net change in cash</b>	<u>—</u>	<u>—</u>
<b>Cash at beginning of period</b>	<u>25,000</u>	<u>25,000</u>
<b>Cash at end of period</b>	<u>\$ 25,000</u>	<u>\$ 25,000</u>

**SELECTED HISTORICAL FINANCIAL DATA OF NETTAR GROUP INC.**

The information presented below is derived from Nettar Group Inc.'s unaudited consolidated financial statements and audited consolidated financial statements included elsewhere in this prospectus as of and for the six months ended June 30, 2021 and 2020 and the fiscal years ended December 31, 2020 and 2019, respectively. The information presented below should be read alongside Nettar Group Inc.'s consolidated financial statements and accompanying footnotes included elsewhere in this prospectus. You should read the following financial data together with "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations".

The following table highlights key measures of Nettar Group Inc.'s financial condition and results of operations:

(amounts in USD)	Six Months Ended June 30,		Year Ended December 31,	
	2021 (Unaudited)	2020 (Unaudited)	2020	2019
<b>Statement of Profit or Loss Data</b>				
Revenue from contracts with customers	1,706,275	—	—	—
Cost of sales	(1,250,848)	—	—	—
Other operating income	—	—	22,394	126,375
Administrative expenses	(8,680,245)	(3,268,803)	(8,127,496)	(4,323,365)
Depreciation of satellites and other property and equipment	(5,126,498)	(842,630)	(3,182,011)	(4,238,444)
Other operating expenses	(8,502,173)	(5,296,151)	(11,376,667)	(12,261,764)
<b>Operating loss</b>	<b>(21,853,489)</b>	<b>(9,407,584)</b>	<b>(22,663,780)</b>	<b>(20,697,198)</b>
Finance costs, net	(5,476,371)	(3,584,512)	(7,487,211)	(4,103,004)
Other financial income (expense)	249,984	183,047	596,628	(112,001)
Gain on extinguishment of debt	3,575,773	—	—	—
Embedded derivative income (expense)	(26,424,890)	567,000	(84,223,586)	4,230,000
<b>Loss before income tax</b>	<b>(49,928,993)</b>	<b>(12,242,049)</b>	<b>(113,777,949)</b>	<b>(20,682,203)</b>
Income tax expense	(220,206)	(78,243)	(147,866)	(83,150)
<b>Loss for the year</b>	<b>(50,149,199)</b>	<b>(12,320,292)</b>	<b>(113,925,815)</b>	<b>(20,765,353)</b>
Basic and diluted net loss per share	(10.06)	(2.55)	(23.47)	(4.30)
<b>Statement of Cash Flows Data</b>				
Net cash flows used in operating activities	(11,682,658)	(7,144,423)	(17,330,311)	(14,070,002)
Net cash flows used in investing activities	(3,485,225)	(11,274,741)	(9,245,106)	(8,300,608)
Net cash flows from financing activities	20,403,495	2,825,620	17,780,113	27,016,353
<b>Statement of Financial Position Data</b>				
Total assets	59,876,179	54,618,079	54,618,079	47,940,243
Total liabilities	231,223,343	171,905,251	171,905,251	53,388,436
Total equity (deficit)	(171,347,164)	(117,287,172)	(117,287,172)	(5,448,193)

**SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION**

Unless otherwise indicated or the context otherwise requires, references in this section to “we,” “our,” “us,” “the Company.” And similar terms are to Nettar Group Inc. before the business combination and to Satellogic after the business combination.

**Introduction**

The following table sets forth the capitalization of the Company on an unaudited pro forma consolidated basis as of June 30, 2021, after giving effect to the Business Combination.

**UNAUDITED PRO FORMA COMBINED BALANCE SHEET (in USD)**

<i>(amounts in USD)</i>	<b>As of June 30, 2021 Pro Forma Combined</b>
<b>Assets</b>	
Current assets	
Cash and cash equivalents	202,783,188
Other current assets	1,924,609
Total current assets	204,707,797
Total non-current assets	35,377,508
Total assets	<u><u>240,085,305</u></u>
<b>Liabilities and Shareholders' Equity</b>	
Total non-current liabilities	5,592,968
Total current liabilities	8,875,026
Total liabilities	<u><u>14,467,994</u></u>
<b>Shareholders' equity</b>	
Nettar Ordinary shares	—
Nettar Preference shares	—
Nettar Treasury shares	—
Warrants	161,432,000
CF V Class A common stock	—
CF V Class B common stock	—
Ordinary Shares	11,208
Additional paid-in capital	418,244,641
Other paid-in capital	7,697,670
Retained earnings	(361,768,208)
<b>Total shareholders' equity</b>	<u><u>225,617,311</u></u>
<b>Total liabilities and shareholders' equity</b>	<u><u>240,085,305</u></u>

The foregoing pro forma financial figures do not reflect the increase in redemptions of an aggregate of 469,541 shares of CF V Class A Common Stock on the Extended Redemption Date (as defined below) which brought the total aggregate redemptions of CF V Class A Common Stock from 22,674,105 to 23,143,646.

Prior to the Closing, on December 6, 2021, in connection with the expected vote to approve the Business Combination Proposal at CF V's Special Meeting, certain shareholders of CF V exercised their right to redeem 22,674,105 shares of CF V Class A Common Stock for cash at a redemption price of approximately \$10.00 per share, for an aggregate redemption amount of approximately \$226.7 million (the “Original Redemption Amount”).

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In connection with the entry into the Liberty Investment, the CF V Board determined to give the CF V public stockholders that hold shares of CF V Class A Common Stock and did not previously exercise their right to have their shares of CF V Class A Common Stock redeemed, a further opportunity to exercise their redemption rights prior to the January 24, 2022 Special Meeting (the "Extended Redemption Date"). In connection with the Extended Redemption Date, certain shareholders of CF V exercised their right to redeem 469,541 shares of CF V Class A Common Stock for cash at a redemption price of approximately \$10.00 per share, for an aggregate redemption amount, together with the Original Redemption Amount of approximately \$231.4 million.

In connection with the Closing of the Business Combination, Nettar (i) repaid all principal and interest due under the Loan and Security Agreement, dated as of March 8, 2021, by and between the Company and Columbia River Investment Limited and (ii) issued 788,021 shares to CF Securities in repayment of all amounts due under the Initial Loan.

## RISK FACTORS

*An investment in the Company's securities carries a significant degree of risk. You should carefully consider the following risks and other information in this prospectus, including our consolidated financial statements and related notes included elsewhere in this prospectus before you decide to purchase the Company's securities. Additional risks and uncertainties of which we are not presently aware or that we currently deem immaterial could also affect our business operations and financial condition. If any of these risks actually occur, our business, financial condition, results of operations or prospects could be materially affected. As a result, the trading price of the Company's securities could decline and you could lose part or all of your investment. Unless otherwise indicated or the context otherwise requires, references in this section to "we," "our," "us," "the Company," and similar terms are to Nettar Group Inc. (d/b/a Satellogic) before the Business Combination and to the Company after the Business Combination.*

### **Risk Related to the Company's Business and Industry**

***The Company is an early stage company that has not demonstrated a sustained ability to generate revenues. If it does not generate revenue as expected, its financial condition will be materially and adversely affected.***

Since inception, the Company has devoted substantially all of its resources to designing, building and developing its satellites and satellite components and technology, enhancing its geospatial analytics capabilities and services, planning its business, raising capital and providing general and administrative support for these operations. As a relatively new business, the Company has not demonstrated a sustained ability to generate sufficient revenue from its geospatial intelligence, imagery and related data analytic products and services ("**EO services**") or conduct sufficient sales and marketing activities necessary for successful commercialization of its platform. Consequently, any assessment you make about the Company's current business or future success or viability may not be as accurate as it could be if the Company had a longer operating history. Further, the Company's limited financial track record, without meaningful revenue from its expected future principal business, is of limited reference value for your assessment of the Company's business and future prospects.

The Company incurred losses of approximately \$113.9 million and \$20.8 million for the years ended December 31, 2020 and 2019, respectively, and began to recognize revenues in 2021. The Company will continue to incur losses each quarter until it is able to onboard a sufficient number of customers and contracts, and launch and scale a sufficient number of its constellation of satellites, to become profitable. As the Company works to transition from initial start-up activities to commercial production and sales, it is difficult to forecast its future results. The Company has limited insight into trends that may emerge and affect its business, including its ability to attract and retain customers and the competition it will face. If the Company's revenue grows slower than it anticipates or the Company otherwise falls materially short of its forecasts and expectations, it may not be able to achieve profitability and its financial condition will be materially and adversely affected which could cause Satellogic's stock price to decline and investors to lose confidence in Satellogic.

***The success of the Company's business will be highly dependent on its ability to effectively market and sell its EO services and to convert contracted revenues and its pipeline of potential contracts into actual revenues, which can be a costly process.***

To date, the Company has relied heavily on equity and debt financing to fund its business and operations, and is currently generating revenue from one large customer contract (Zhong Ke Guang Qi Space Information Technology Co., Ltd ("**ABDAS**")) and a base of smaller customer contracts. Since launching 13 of its satellites in late 2020, the Company has significantly accelerated its sales and marketing efforts to government defense and intelligence agencies particularly in non-U.S. countries. The Company's success will be highly dependent on its ability to convert its significant pipeline of potential contracts into recognized revenues. If the Company fails to sign contracts with at least some portion of the customers for large projects currently envisaged in its pipeline, particularly over the next couple of years when any large contract would significantly impact the Company's revenues and financial results, and grow a sufficient number of contracts with such customers, its business, financial condition and results of operations will be materially and adversely affected.

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The Company's ability to establish and expand its customer relationships and sell its EO services is subject to a number of factors, including its ability to overcome concerns by customers relating to the Company's lack of experience or track record in providing EO services to customers in the same industry or at all, competition from larger, more experienced service providers, its customers' satisfaction or dissatisfaction with its geospatial data and analytics platform and/or its geospatial intelligence, imagery and related data analytic products and services, the frequency and severity of errors or disruptions in its platform, reliability of its satellites and/or its platform, the effects of general economic conditions, competitive offerings or alternatives, reductions in the Company's customers' spending levels, and pricing.

In addition, continued concerns regarding prior ownership of a minority interest in the Company's shares by a Chinese entity and its minor operations in China could impact the Company's ability to win bids from, or enter into customer contracts with certain government agencies or commercial customers.

The Company's sales growth is dependent upon its ability to implement sophisticated and potentially costly sales and marketing initiatives. These initiatives may not be effective in generating sales, and in such event results of operations will be harmed. In the near term, the Company intends to derive substantially all of its revenues from providing geospatial intelligence, imagery and related data analytic products and services to international government defense and intelligence agencies, and in the longer-term, intends to expand its operations to serve commercial customers in a variety of markets and industries. The Company cannot assure you that it will be able to secure future business or that the potential uses for its services in commercial applications will develop. It is difficult to predict the Company's future revenues and appropriately budget for the Company's expenses, and the Company has limited insight into trends that may emerge and affect its business. The projected financial information appearing elsewhere in this registration statement was prepared by Company management and reflects current estimates of future performance. In the event that actual results differ from the Company's estimates or the Company adjusts its estimates in future periods, the Company's operating results, prospects and financial position could be materially and adversely affected.

### ***The Company's sales efforts involve considerable time and expense and the Company's sales cycle is often long and unpredictable.***

The Company's results of operations may fluctuate, in part, because of the intensive nature of its sales efforts and the length and unpredictability of its sales cycle. As part of its sales efforts, the Company invests considerable time and expense evaluating the specific needs and requirements of its potential customers which currently consists largely of government agencies and educating these potential customers about the technical capabilities and value of its satellites and its geospatial intelligence, imagery and related data analytic products and services as well as the better unit economics the Company can offer, which in the case of government agencies can be less important. In addition, the Company has only recently began to grow its sales team, and its sales efforts have historically depended on the significant involvement of its senior management team. Given the nature of the potential customers, the length of the Company's sales cycle tends to be long and also varies substantially from customer to customer. In addition, the timing and cycle of contract bidding processes particularly for government contracts can be very unpredictable and can change or lengthen on very little notice and for reasons outside of the Company's control. Because decisions to purchase the Company's EO services involves significant financial commitments, potential customers generally evaluate the Company's products and technologies at multiple levels within their organization, each of which often have specific requirements, and typically involve senior officials and management, and multiple internal approvals. The Company could spend substantial time, effort, and money in its sales efforts without producing any sales. If the Company's sales efforts to a potential customer do not result in sufficient revenue to justify its investments, its business, financial condition, and results of operations could be materially and adversely affected.

***The Company may face risks and uncertainties associated with defense-related contracts, which may have a material adverse effect on its business.***

The Company is still largely an early stage company and has only begun to recognize revenues in 2021. Acquiring defense-related governmental contracts is part of the Company's growth strategy. To the extent the Company acquires defense-related customers, its geospatial intelligence, imagery and related data analytic products and services would be incorporated into different defense programs. Whether the Company's contracts are directly with the U.S. government, a foreign government, or one of their respective agencies, or indirectly as a subcontractor or team member, its contracts and subcontracts would be subject to special risks. For example:

- Changes in government administration and national and international priorities, including developments in the geo-political environment, could have a significant impact on national or international defense spending priorities and the efficient handling of routine contractual matters. These changes could have a negative impact on the Company's business in the future.
- The Company may compete directly with other suppliers or align with a prime or subcontractor competing for a contract. The Company may not be awarded the contract if the pricing or product offering is not competitive, either at the Company's level or the prime or subcontractor level. In addition, in the event the Company is awarded a contract, it is subject to protests by losing bidders of contract awards that can result in the reopening of the bidding process and changes in governmental policies or regulations and other political factors. In addition, the Company may be subject to multiple rebid requirements over the life of a defense program in order to continue to participate in a program, which can result in the loss of the contract or significantly reduce the Company's revenue or margin from the program. The government's requirements for more frequent technology refreshes on defense programs may lead to increased costs and lower long term revenues.
- Consolidation among defense industry contractors has resulted in a few large contractors with increased bargaining power relative to the Company. The increased bargaining power of these contractors may adversely affect the Company's ability to compete for contracts and, as a result, may materially and adversely affect its business or results of operations in the future.
- The Company's usage policy currently restricts usage of its data and platforms for peaceful use only, and that may limit the Company's ability to compete for and win certain defense related contracts.

***The Company's pricing structure may not be optimal and may require adjustments over time.***

The pricing of the Company's products and services will vary depending on the specific application and customer specifications. Given the complexity in determining pricing structures for its geospatial intelligence, imagery and related data analytic products and services, the Company may experience difficulty determining the appropriate price structure for its products and services. This may result in missed revenue opportunities and lower than expected margins if the Company prices its products and services too low, or in the Company losing bids if it prices its products and services too high. In addition, the Company expects that it may need to change its pricing model from time to time, including as a result of competition, global economic conditions, reductions in the Company's customers' spending levels generally, changes in product mix, pricing studies or changes in how information technology infrastructure is broadly consumed. Similarly, as the Company introduces new products and services, or as a result of the evolution of its existing products and services, it may have difficulty determining the appropriate price structure for its products and services. In addition, as new and existing competitors introduce new products or services that compete with the Company's, or revise their pricing structures, the Company may be unable to attract new customers at the same price or based on the same pricing model as it will have used historically. Moreover, customers may demand price concessions. As a result, the Company may be required from time to time to revise its pricing structure or reduce its prices, which could materially and adversely affect its business, financial condition, and results of operations.



***The Company's financial projections are subject to certain risks, assumptions, estimates and uncertainties particularly given its limited experience in forecasting revenue associated with new contracts. As a result, its projected revenues and profitability may differ materially from its expectations.***

The Company operates in a rapidly changing and competitive industry and its projections will be subject to the risks and assumptions made by management with respect to its industry. Operating results are difficult to forecast because they generally depend on a number of factors, including the Company's ability to attract and retain customers, the revenues generated by such customers under contracts it expects to sign, and the costs associated with the provision of services under such contracts. If the Company's forecasting methods and assumptions are incorrect, the Company's operating results in a given quarter may be higher or lower than expected. These factors make creating accurate forecasts and budgets challenging and, as a result, the Company may fall materially short of its forecasts and expectations, which could cause our stock price to decline and investors to lose confidence in us.

***If the Company is unable to scale production of its satellites as planned, its business and results of operations could be materially and adversely affected.***

The Company's business plan and financial projections are based on the Company building out its constellation of satellites to 202 by 2025. The Company's ability to achieve its production plans and deliver its products and services to its customers will depend upon many factors, including its ability to:

- prepare high throughput production factories for production to build a large number of satellites (at least 100 annually);
- acquire sufficient quantities of third-party components and supplies;
- recruit and train new staff while maintaining its desired quality levels;
- implement an effective supplier strategy and supply chain management system; and
- adopt manufacturing and quality control processes, which it must successfully introduce and scale for production at any new production facilities.

The Company may be unable to prepare high throughput production factories for production within the planned timeframes, in a cost-effective manner or at all due to a variety of factors, including, but not limited to, a failure to acquire or lease a production facility, a stoppage of construction as a result of the COVID-19 pandemic, insufficiency of utility infrastructure, unexpected construction problems, permitting and other regulatory issues, severe weather, labor disputes, and issues with subcontractors or vendors. In addition, the cost to scale satellite production may be more than the Company is currently forecasting based on higher plant acquisition and build out costs, higher labor costs, increases in plant and equipment costs, increased transportation and supply chain costs and higher costs to manage and administer the plant and supply chain. The Company's inability to build and launch satellites on the current projected timeline and at the expected cost could significantly delay or reduce expected revenue, profitability and cash flow over the next five years. No assurance can be given that construction of the satellites will be completed on time or at all, or as to whether the Company will have sufficient funds available to complete construction if it experiences unexpected delays or costs.

***The Company is dependent on third parties to transport and launch its satellites into space and any delay could have a material and adverse impact on its business, financial condition, and results of operations.***

The Company is dependent on third parties to transport its satellites and ground station equipment around the world and to launch and deliver its satellites into space. Currently there are only a few companies who offer launch services, including SpaceX, with whom the Company has entered into a multi-launch agreement. The Company requires timely and affordable access to launch services that meet its business and technical requirements to deploy for its satellite constellation. If the number of companies offering launch services or the number of launches does not grow in the future or there is a consolidation among companies who offer these

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services, this could result in a shortage of space on these launch vehicles, which may cause prices to increase, or result in the Company's inability to secure space on a launch vehicle and, as a result, delays in its launch schedule. Additionally, adverse events with respect to the Company's launch service providers, such as satellite launch failures or financial difficulties (which some of these providers have previously experienced), could result in increased costs or delays in the launch of the Company's satellites. Moreover, a shortage of transportation providers for the Company's satellites and ground station equipment may cause its costs to increase, delays in its ability to launch its satellites, gaps in its service coverage and adversely affect its ability to meet customer demand. Any of these situations could have a material adverse effect on the Company's business, financial condition, and results of operations.

Further, in the event that a launch is delayed, the Company's timing for recognition of revenue may be impacted depending on the length of the delay and the nature of its customer contracts. While such delays are common in the space industry, any delay in a launch could result in a delay in recognizing revenue which could materially and adversely impact the Company's financial statements or result in negative impacts to its earnings during a specified time period, which could have a material adverse effect on its business, financial condition, and results of operations.

***Although the Company designs many of its key satellite components, the Company relies on third party vendors and manufacturers to build and provide its satellite components, products or services and the inability of these vendors and manufacturers to meet the Company's needs could have a material adverse effect on its business.***

The Company designs the core components that go into developing and manufacturing its satellites to be mission specific, partners with third parties to manufacture those components for it and then assembles, integrates and tests the components and satellites in its own facilities. The Company's ability to manage its production line and supply of raw materials and components to meet production goals may be constrained by its suppliers' inability to scale production. An inability to grow the number of satellites the Company has in orbit could jeopardize its ability to fulfill obligations under customer contracts, which could, in turn, result in reduced sales, contract penalties or terminations, damage to customer relationships and the Company's reputation and could have a material adverse effect on its business, financial condition, results of operations, or cash flows.

The Company is impacted by increases in the prices of raw materials used in the production of its satellites. The Company monitors sources of supply in an effort to attempt to assure that adequate raw materials and other components and supplies are available. Prolonged disruptions in the supply of any of its key raw materials or components, difficulty completing qualification of new sources of supply, implementing use of replacement materials, components or new sources of supply, or a continuing increase in the prices of raw materials, energy, or components could have a material adverse effect on the Company's operating results, financial condition, or cash flows. Moreover, the imposition of tariffs or import/export restrictions on raw materials or supplied components could have a material adverse effect on the Company's operations.

In addition, the Company cannot assure you that its suppliers have obtained and will be able to obtain or maintain all licenses, permits and approvals necessary for their operations or comply with all applicable laws and regulations, and failure to do so by them may lead to interruption in their business operations, which in turn may result in shortages of components supplied to the Company.

***The Company depends on ground station and cloud-based computing infrastructure operated by third parties for value added services, and any errors, disruption, performance problems or failure in their or its operational infrastructure could materially and adversely affect the Company's business, financial condition and results of operations.***

The Company relies on the technology, infrastructure, and software applications, including software-as-a-service offerings, of certain third parties, such as ground station infrastructure operated by two

separate third party vendors, in order to launch and deliver its satellites into space and operate some or all of certain key features or functions of its business, including deployment of its cloud-based imagery services and other geospatial and data analytic services. The Company does not have control over the operations of the facilities of the third parties that it uses. If any of these third-party services experience errors, disruptions, security issues, or other performance deficiencies, if they are updated such that they become incompatible, if these services, software, or hardware fail or become unavailable due to extended outages, interruptions, defects, or otherwise, or if they are no longer available on commercially reasonable terms or prices (or at all), these issues could result in errors or defects in the delivery of the Company's geospatial intelligence, imagery and related data analytic products and services, its ability to manage its operations could be interrupted, until equivalent services or technology, if available, are identified, procured, and implemented, all of which may take significant time and resources, increase the Company's costs, and could materially and adversely affect its business financial condition and results of operations.

***The Company's customer contracts may require it to meet certain minimum service requirements which can vary significantly from customer to customer. Any failure to meet its service requirements may materially and adversely affect the Company's business, results of operations and financial condition.***

The Company's agreements with customers may provide for minimum service level commitments, which contain specifications regarding the availability and performance of its products and services such as assured access and guaranteed capacity. Any failure of or disruption to the Company's infrastructure could impact the performance of its satellites and the availability of its products and services to its customers. Although the Company's customers will expect some level of potential disruption based on the product specifications and general operational conditions, if the Company is unable to meet any minimum service requirements or if it suffers extended periods of poor performance or unavailability of its products and services, it may lose customer contracts and suffer reputational harm which could materially and adversely affect the Company's business, financial condition, and results of operations.

***The market may not accept the Company's geospatial intelligence, imagery and related data analytic products and services, and its business is dependent upon its ability to keep pace with the latest technological changes.***

The market for the Company's geospatial intelligence, imagery and related data analytic products and services is characterized by rapid technological change and evolving industry standards. Failure to respond in a timely and cost-effective way to these technological developments could have a material adverse effect on the Company's business and operating results. As a result, the Company's success will depend, in part, on its ability to develop and market service offerings that respond in a timely manner to the technological advances and needs of its customers, and evolving industry standards. In addition, although in the near term, the Company intends to derive substantially all its revenues from providing geospatial intelligence, imagery and related data analytic products and services to international government defense and intelligence agencies, in the longer-term, it intends to expand its operations to serve commercial customers in a variety of markets and industries and through a wide range of applications.

The Company believes that, in order to remain competitive in the future, it will need to continue to invest significant financial resources to improve the technology its existing products and services and develop new products and services both for existing applications and new commercial applications, including through internal research and development, acquisitions and joint ventures or other collaboration arrangements. These expenditures could divert the Company's attention and resources from other projects, and it cannot be sure that these expenditures will ultimately lead to the timely development of new product or service offerings and technologies or identification of and expansion into new markets and applications.

Due to the design complexity of the Company's products and services, it may, in the future, experience delays in completing the development and introduction of new or enhanced products or product applications. Any delays could result in increased costs of development or deflect resources from other projects. In addition,

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there can be no assurance that the market for the Company's geospatial intelligence, imagery and related data analytic products and services will develop or continue to expand or that the Company will be successful in identifying new markets or applications as it currently anticipates. The failure of the Company's technology to gain market acceptance could significantly reduce its planned revenues and harm its business. Market acceptance of the Company's products and services depends on a number of factors, including the quality, scope, timeliness, sophistication, and price of substitute products and services. The Company cannot be sure that its competitors will not develop competing technologies that gain market acceptance in advance of the Company's technologies or develop technologies that better meet the needs of the Company's customers. The possibility exists that the Company's competitors might develop new technology or offerings that might cause the Company's existing technology and offerings to become obsolete. If the Company fails to develop, manufacture, and market innovative technologies that enable the Company's products and services to meet customers' requirements or its technologies fail to achieve market acceptance more rapidly as compared to its competitors, its ability to procure new contracts could be negatively impacted and its business may not continue to grow in line with expectations or at all. If the Company is unable to achieve sustained growth, it may be unable to execute its business strategy, expand its business or fund other liquidity needs and its business, financial condition, and results of operations could be materially and adversely affected.

***The Company may not be able to identify suitable acquisition candidates or consummate acquisitions on acceptable terms, or the Company may be unable to successfully integrate acquisitions, which could disrupt its operations and materially and adversely impact its business and operating results.***

The Company intends to continue to pursue acquisitions of complementary technologies, products and businesses as a component of its growth strategy. Acquisitions involve certain known and unknown risks that could cause the Company's sales growth or operating results to differ from its expectations. For example:

- the Company may not be able to identify suitable acquisition candidates or to consummate acquisitions on acceptable terms;
- the Company may not be able to obtain the necessary financing, on favorable terms or at all, to finance any or all of its potential acquisitions; and
- acquired technologies, products or businesses may not perform as the Company expects and the Company may fail to realize the anticipated benefits from the acquisition.

In addition, the Company's acquisition strategy may divert management's attention away from its existing business, resulting in the loss of key customers or employees, and expose the Company to unanticipated problems or legal liabilities, including responsibility as a successor for undisclosed or contingent liabilities of acquired businesses or assets.

If the Company fails to conduct due diligence on its potential targets effectively, for example, the Company may not identify problems at target companies or fail to recognize incompatibilities or other obstacles to successful integration. The Company's inability to successfully integrate future acquisitions could impede it from realizing all of the benefits of those acquisitions and could materially weaken its business operations. The integration process may disrupt the Company's business and, if new technologies, products or businesses are not implemented effectively, may preclude the realization of the full benefits expected by the Company and could harm its results of operations. In addition, the overall integration of new technologies, products or businesses may result in unanticipated problems, expenses, liabilities and competitive responses.

Further, even if the operations of an acquisition are integrated successfully, the Company may not realize the full benefits of the acquisition, including the synergies, cost savings or growth opportunities that it expects. These benefits may not be achieved within the anticipated time frame, or at all. Further, acquisitions may cause the Company to issue securities that would dilute its current stockholders' ownership percentage, use a substantial portion of its cash resources, experience volatility in earnings due to changes in contingent consideration related to acquisition earn-out liability estimates or become subject to litigation.

***The Company faces competition for geospatial intelligence, imagery and related data analytic products and services which may limit its ability to gain market share.***

The Company operates in the NewSpace sector, which refers to the increased commercialization and privatization of the space sector. Competition in the Company's imagery services business is highly diverse, and while its competitors offer different products, there is often competition for contracts that are part of governmental budgets. The Company's major existing and potential competitors for its geospatial intelligence, imagery and related data analytic products and services include commercial satellite imagery companies, state-owned imagery providers, aerial imagery companies, free sources of imagery and unmanned aerial vehicles. The Company also faces competition from companies that provide geospatial data analytic information and services to the U.S. government, including defense prime contractors.

The Company plans to leverage its superior unit economics and put enough satellites in orbit to remap the entire surface of the earth in high-resolution on a daily basis and, in doing so expects to deliver its data to customers at near zero marginal cost which the Company believes will provide it with a competitive advantage. However, the Company's competitors or potential competitors could, in the future, offer satellite-based imagery or other products and services with more attractive features than the Company's products and services that could outweigh the lower cost of the Company's products and services. The emergence of new remote imaging technologies or the continued growth of low-cost imaging satellites, could negatively affect the Company's sales efforts. More importantly, if competitors develop and launch satellites or other imagery-content sources with more advanced capabilities and technologies than the Company's, or offer products and services at lower prices than the Company's, the Company's business and results of operations could be harmed.

The U.S. government and foreign governments may develop, construct, launch and operate their own imagery satellites, which could reduce their need to rely on the Company and other commercial suppliers. In addition, such governments could sell or provide free of charge imagery from their satellites and thereby compete with the Company's geospatial intelligence, imagery and related data analytic products and services. Also, governments may at times make the Company's imagery freely available for humanitarian purposes, which could impair the Company's revenue growth with non-governmental organizations.

In addition, some of the Company's international competitors currently benefit from, and others may benefit in the future from, subsidies and other protective measures by their home countries where governments are providing financial support, including significant investments in the development of new technologies. Government support of this nature greatly reduces the commercial risks associated with satellite development activities for these competitors. This market environment may result in increased pressures on the Company's pricing and other competitive factors.

Some of the Company's competitors have made or could make acquisitions of businesses that allow them to offer more competitive and comprehensive solutions. As a result of such acquisitions, the Company's current or potential competitors may be able to accelerate the adoption of new technologies that better address customer needs, devote greater resources to bring these products and services to market, initiate or withstand substantial price competition, or develop and expand their product and service offerings more quickly than the Company. These competitive pressures in the Company's market or its failure to compete effectively may result in fewer orders, reduced revenue and margins, and ability to acquire market share. In addition, it is possible that industry consolidation may impact customers' perceptions of the viability of smaller or even mid-size companies and consequently customers' willingness to purchase from such firms.

The Company may not compete successfully against its current or potential competitors. If the Company is unable to compete successfully, or if competing successfully requires the Company to take costly actions in response to the actions of its competitors, its business, financial condition, and results of operations could be materially and adversely affected. In addition, companies competing with the Company may have an entirely different pricing or distribution model. Increased competition could result in fewer customer contracts, price

reductions, reduced margins, and inability to gain market share, any of which could harm the Company's business and results of operations.

***The Company may fail to foresee challenges with international operations.***

The Company's future success will depend heavily upon on its ability to oversee production operations at facilities and locations outside of the United States and management's day-to-day oversight. Its international operations expose it to numerous challenges and risks, including, but not limited to, adverse political, regulatory, legislative and economic conditions in various jurisdictions; costs of complying with varying governmental regulations; fluctuations in currency exchange rates; and difficulties in protecting intellectual property rights in foreign countries. Unforeseen challenges in sustaining efficient operations, decreases in product quality, language and cultural difference, political and economic unrest, or theft of intellectual property from these satellite production facilities, or other yet undiscovered challenges could materially and adversely affect the Company, its financial position, results of operations and cash flows.

***The Company's products and services are complex and could have unknown defects or errors, which may increase its costs, harm its reputation with customers, give rise to costly litigation, or divert its or its customers' resources from other purposes.***

The Company employs sophisticated design and testing processes and practices. Nevertheless, the Company's products and services may contain defects or errors, or experience performance problems when first introduced, when new versions or enhancements are released, or even after these products have been in use for a period of time. The Company's systems may not be successfully implemented, pass required acceptance criteria, or operate or give the desired output, or it may not be able to detect and fix all defects in the satellites and its geospatial intelligence, imagery and related data analytic products and services, or resolve any delays or availability issues in the launch services it procures. These problems could result in expensive and time-consuming design modifications, delays in the introduction of new products or enhancements, significant increases in the Company's service and maintenance costs, termination of contracts for convenience, diversion of its personnel's attention from its product development efforts, exposure to liability for damages, damaged customer relationships, and harm to its reputation, any of which could materially and adversely harm its results of operations. In addition, increased development costs could be substantial and could reduce the Company's operating margins.

***The Company's employees or others acting on its behalf may engage in misconduct or other improper activities, which could cause it to lose contracts or cause it to incur costs.***

The Company is exposed to the risk that employee fraud or other misconduct from its employees or others acting on its behalf could occur. Misconduct by employees or others could include intentional failures to comply with the various regulatory regimes to which the Company is subject, engaging in unauthorized activities, insider threats to its cybersecurity, or falsifying records relating to the success or failure of its launches, satellites or products and services generally. Misconduct by the Company's employees or others acting on its behalf could also involve the improper use of its customers' sensitive or classified information, which could result in regulatory sanctions against it, serious harm to its reputation, a loss of contracts and a reduction in revenues, or cause it to incur costs to respond to any related governmental inquiries. The Company has adopted policies and procedures designed to prevent misconduct. However, it is not always possible to deter misconduct, and the precautions the Company takes to prevent and detect this activity may not be effective in controlling unknown or unmanaged risks or losses, which could cause it to lose contracts or cause a reduction in revenues. In addition, alleged or actual misconduct by employees or others acting on the Company's behalf could result in investigations or prosecutions of persons engaged in the subject activities, which could result in unanticipated consequences or expenses and management distraction for the Company regardless of whether it is alleged to have any responsibility.

The Company may in the future experience such misconduct, despite its various compliance programs. Actual or alleged misconduct or improper actions by the Company's employees, agents, subcontractors, suppliers, business partners and/or joint ventures could subject it to administrative, civil or criminal investigations and enforcement actions; monetary and non-monetary penalties; liabilities; and the loss of privileges and other sanctions, including suspension and debarment, which could negatively impact its reputation and ability to conduct or attract new business and could materially and adversely affect the Company, its financial position, results of operations and cash flows.

***The Company's business is capital intensive, and it may not be able to raise adequate capital to finance its business strategies, including funding future satellites, or it may be able to do so only on terms that significantly restrict its ability to operate its business.***

Implementation of the Company's business strategy, such as expanding its satellite constellation and its products and services offerings, requires a substantial outlay of capital. As the Company pursues its business strategies and seeks to respond to opportunities and trends in its industry, its actual capital expenditures may differ from its expected capital expenditures. The nature of the Company's business also requires it to make capital expenditure decisions in anticipation of customer demand, and it may not be able to correctly predict customer demand. If the Company's customer demand exceeds its ability to respond to that demand, it may not be able to fully capture the growth in demand.

The Company currently expects that its ongoing liquidity requirements for sustaining its operations will be satisfied by cash on hand and cash generated from its existing and future operations supplemented, where necessary or advantageous, by available credit. However, the Company cannot provide assurances that its businesses will generate sufficient cash flow from operations in the future or that additional capital will be available in amounts sufficient to enable it to execute its business strategies. The availability and cost to the Company of external financing depend on a number of factors, including general market conditions, its financial performance and its credit rating. Both the Company's credit rating and its ability to obtain financing generally may be influenced by the supply and demand characteristics of its industry generally. Declines in the Company's expected future revenue under contracts with customers and challenging business conditions faced by its customers are among factors that may adversely affect its credit. Other factors that could impact the Company's credit include the amount of debt in its capital structure, activities associated with its strategic initiatives, its expected future cash flows, and the capital expenditures required to execute its business strategy. The overall impact on the Company's financial condition of any transaction that it pursues may be negative or may be negatively perceived by the financial markets and ratings agencies and may result in adverse rating agency actions with respect to any credit rating it may have from time to time. A disruption in the capital markets, due to COVID-19 or otherwise, a deterioration in the Company's financial performance or a credit rating downgrade could limit its ability to obtain financing or could result in any such financing being available only at greater cost or on more restrictive terms than might otherwise be available. The Company's debt agreements also may impose restrictions on operation of its business and could make it more difficult for it to obtain additional external financing if required.

Long-term disruptions in the capital and credit markets as a result of uncertainty due to recessions, changing or increased regulation or failures of significant financial institutions could adversely affect the Company's access to capital. If financial market disruptions occur, it may become difficult for the Company to raise additional capital or refinance debt when needed, on acceptable terms or at all. Any disruption could require us to take measures to conserve cash until the markets stabilize or until alternative credit arrangements or other funding for its business needs can be arranged. Such measures could include deferring capital expenditures and reducing or eliminating other discretionary uses of cash, which could materially and adversely impact the Company's business and its ability to execute its business strategies.

## Risks Relating to the Company's Satellites and Industry

*The Company's ability to grow its business depends on the successful production, launch, commissioning and/or operation of its satellites and related ground systems, software and analytic technologies, which is subject to many uncertainties, some of which are beyond its control.*

The Company's current primary research and development objectives focus on the development of satellites and related components that can remap the entire surface of the Earth in high resolution as well as the Company's geospatial intelligence, imagery and related data analytic products and services, including creating a catalog of archived data. The Company has limited operational experience with its satellites with only 17 commercial satellites in orbit, all of which are presently delivering high-resolution data to its customers. While the Company estimates the gross costs associated with designing, building and launching its satellites to build out its constellation will be significant, there can be no assurance that it will complete these deployments on a timely basis, on budget or at all. Design, manufacture and launch of satellite systems are highly complex and historically have been subject to delays and cost over-runs. If the Company does not complete development and manufacturing of additional satellites in its anticipated timeframes or at all, its ability to grow its business will be adversely affected. The successful development, integration, and operations of the Company's satellites and its geospatial intelligence, imagery and related data analytic products and services involves many uncertainties, some of which are beyond its control, including, but not limited to:

- timing in finalizing satellite design and specifications;
- performance of satellites meeting design specifications;
- failure of satellites as a result of technological or manufacturing difficulties, design issues or other unforeseen matters;
- engineering and/or manufacturing performance failing or falling below expected levels of output or efficiency;
- increases in costs of materials and supplied components;
- changes in project scope;
- its ability to obtain additional applicable approvals, licenses or certifications from regulatory agencies, if required, and maintaining current approvals, licenses or certifications;
- performance of its manufacturing facilities despite risks that disrupt productions, such as natural disasters, catastrophic events or labor disputes;
- performance of a limited number of suppliers for certain raw materials and supplied components, the accuracy of supplier representations as to the suitability of such raw materials and supplied components for its products, and their willingness to do business with it;
- performance of its internal and third-party resources that support its research and development activities;
- its ability to protect its intellectual property critical to the design and function of its satellites and its geospatial intelligence, imagery and related data analytic products and services;
- its ability to continue funding and maintaining its research and development activities;
- successful completion of demonstration missions; and
- the impact of the COVID-19 pandemic on it, its customers and suppliers, and the global economy.

If any of the above events occur, they could have a material adverse effect on the Company's ability to continue to develop, integrate and operate its satellites and related infrastructure, products and services, which could materially adversely affect its business, financial condition and results of operations.



***The market for geospatial intelligence, imagery and related data analytics has not been established with precision, is still emerging and may not achieve the growth potential the Company expects or may grow more slowly than expected.***

The market for geospatial intelligence, imagery and related data analytics has not been established with precision as the commercialization of space is a relatively new development and is rapidly evolving. The Company's views of the total addressable market are based on a number of third-party reports which may or may not accurately reflect future market size and growth. As a result, the Company's views of the total addressable market for its products and services may prove to be incorrect. In addition, if interest in the Company's EO data and analytic products and services by commercial customers, or the expected growth in commercial applications for EO data and analytics, is less than expected, or the Company's satellite and related technologies are unable to meet expected customer expectations and demand, the Company's business and financial results will be materially and adversely affected.

The Company's industry is characterized by changing technology and evolving standards, and it may not be successful in identifying, developing and marketing products and services that respond to rapid technological change, evolving technical standards and systems developed by others. The Company's competitors may develop technology that better meets the needs of its customers. If the Company does not continue to develop, manufacture, and market innovative technologies or applications that meet customers' requirements, sales may suffer, and the Company may not be able to grow its business. If the Company is unable to achieve sustained growth, it may be unable to execute its business strategy, expand its business or fund other liquidity needs, and its business prospects, financial condition and results of operations could be materially and adversely affected.

***If the Company's satellites and related equipment have shorter useful lives than it anticipates, it may be required to recognize impairment charges.***

The Company evaluates its satellites for impairment and test for recoverability whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. Certain of the anomalies disclosed below may be considered to represent a significant adverse change in the physical condition of a particular satellite. There can be no assurance as to the actual operational life of a satellite or that the operational life of individual components will be consistent with their design life. A number of factors will impact the useful lives of the Company's satellites, including, among other things, the quality of their design and construction, the durability of their component parts, and the occurrence of any anomaly or series of anomalies or other risks affecting the satellites during launch and in orbit. The Company currently anticipates the useful life of one of its operational satellites is approximately three years. If the Company's satellites and related equipment have shorter useful lives than it currently anticipates, this may lead to delays in increasing the rate of its commercial payloads and declines in actual or planned revenues, which would have a material adverse effect on its business, financial condition, and results of operations.

Long-lived assets are tested periodically for impairment or whenever there is an indication that an asset may be impaired. Disruptions to the Company's business, unexpected significant declines in its operating results, adverse technological events or changes in the regulatory markets in which it operates may result in impairment charges to its tangible and intangible assets. Any future impairment charges could substantially affect the Company's reported results.

***If the Company's satellites fail to operate as intended, it could have a material adverse effect on its business, financial condition and results of operations.***

The Company relies on data obtained from its satellites in order to provide services to its customers. The Company may become unable or limited in its ability to collect such data. For example, satellites can temporarily go out of service and be recovered, or cease to function for reasons beyond the Company's control, including the quality of design and construction, the rate of consumption of the propellant supply, the expected gradual

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environmental degradation of solar panels, the durability of various satellite components and the orbits and space environments in which the satellites are placed and operated. The accumulated effects of solar radiation and single event upsets or electronic/catch-up events from the collision of charged particles, collisions with other objects (including, but not limited to, space debris and other spacecraft) or actions by malicious actors, including cyber related, could also damage the satellites and subject the Company to liabilities for any damages caused to other spacecraft.

The manufacturing, testing, launching and operation of satellites involves complex processes and technology. The Company's satellites employ advanced technologies and sensors that are exposed to severe environmental stresses that have and could affect the performance of its satellites. Hardware component problems could lead to deterioration in performance or loss of functionality of a satellite. In addition, human operators may execute improper implementation commands that may negatively impact a satellite's performance. Exposure of the Company's satellites to an unanticipated catastrophic event, such as a meteor shower or a collision with space debris, could reduce the performance of, or completely destroy, the affected satellite. Even if a satellite is operated properly, minor technical flaws in the satellite's sensors could significantly degrade their performance, which could materially affect the Company's ability to collect imagery and market the Company's products and services successfully.

Satellites can experience malfunctions, commonly referred to as anomalies, which have occurred and may occur in the future in the Company's satellites. The satellites the Company employs have experienced various anomalies in the past and will likely experience anomalies in the future. Anomalies can occur as a result of various factors, such as satellite manufacturer error, whether due to the use of new or largely unproven technology or due to a design, manufacturing or assembly defect that was not discovered before launch and general failures resulting from operating satellites in the space environment. Any single anomaly could materially and adversely affect the Company's ability to utilize the satellite. Anomalies may also reduce the expected capacity, commercial operation and/or useful life of a satellite, thereby reducing the revenue that could be generated by that satellite or create additional expenses due to the need to provide replacement or back-up satellites or satellite capacity earlier than planned and could have a material adverse effect on the Company's business. In addition, if a satellite or satellites experience a malfunction, the satellite capacity of the Company's unimpacted network may be insufficient to meet all of its customers' needs or cause service interruptions, and it may need to potentially blackout or reduce service to certain customers, which would adversely affect its relationships with its customers and result in loss of revenues. Although the Company works diligently both internally and with its suppliers to determine and eliminate the cause of anomalies in new satellites and provide for redundancies of many critical components in the satellites, it may not be able to prevent the impact of anomalies in the future.

The Company cannot provide assurances that its satellites will continue to operate successfully in space throughout their expected operational lives. Even if a satellite is operated properly, technical flaws in that satellite's sensors or other technical deficiencies or anomalies could significantly hinder its performance, which could materially affect the Company's ability to collect imagery and market its products and services successfully. While certain software deficiencies may be corrected remotely, most, if not all, of anomalies or debris collision damage cannot be corrected once the satellites are placed in orbit. Further, although the Company has some ability to actively maneuver its satellites to avoid potential collisions with space debris or other spacecraft, this ability is limited by, among other factors, uncertainties and inaccuracies in the projected orbit location of and predicted conjunctions with debris objects tracked and cataloged by the U.S. government. Additionally, some space debris is too small to be tracked and therefore its orbital location is completely unknown; nevertheless, this debris is still large enough to potentially cause severe damage or a failure of the Company's satellites should a collision occur. Recent years have seen increases in the number of satellites deployed to low earth orbits, and publicly announced plans call for many thousands of additional satellite deployments over the next decade. The proliferation of these low Earth orbit constellations could materially increase the risks of potential collision with space debris or another spacecraft and affect the Company's ability to effectively access sufficient orbital slots to support the expected growth across its business.

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If the Company suffers a partial or total loss of a deployed satellite, it could need a significant amount of time and could incur substantial expense to replace that satellite. The Company may experience other problems with its satellites that may reduce their performance. If a satellite is not fully operational, the Company may lose most or all of the revenue that otherwise would have been derived from that satellite and may not be able to provide adequate services to its customers which may cause it to incur penalties under its contracts or may allow its customers not to pay it for the time that service was impacted. The Company's inability to repair or replace a defective satellite or correct any other technical problem in a timely manner could result in a significant loss of revenue. If a satellite experiences a significant anomaly such that it becomes impaired or is no longer functional, it could significantly impact the Company's business, prospects and profitability.

Many satellites have redundant or backup systems and components that operate in the event of an anomaly, operational failure or degradation of primary critical components, but these redundant or backup systems and components are subject to risk of failure similar to those experienced by the primary systems and components. The occurrence of a failure of any of these redundant or backup systems and components could materially impair the useful life, capacity or operational capabilities of the satellite.

***Satellites are subject to production and launch delays, launch failures, damage or destruction during launch, the occurrence of which could materially and adversely affect the Company's operations.***

Delays in the production of future satellites and the manufacture or procurement of requisite components and launch vehicles, limited availability of appropriate launch windows, possible delays in obtaining regulatory approvals, satellite damage or destruction during launch, launch failures, or incorrect orbital placement could have a material adverse effect on the Company's business, financial condition, and results of operations. The loss of, or damage to, a satellite due to a launch failure could result in significant delays in anticipated revenue to be generated by that satellite. Any significant delay in the commencement of service of a satellite could delay or potentially permanently reduce the revenue anticipated to be generated by that satellite. In addition, if the loss of a satellite were to occur, the Company may not be able to accommodate affected customers with its other satellites or data from another source until a replacement satellite is available, and it may not have on hand, or be able to obtain in a timely manner, the necessary funds to cover the cost of any necessary satellite replacement. An extended launch delay beyond planned contingency, launch failure, underperformance, delay or perceived delay could have a material adverse effect on the Company's business prospects, financial condition, and results of operations. If delays were to occur and the Company's remediation measures and process changes were not successful or if it experiences issues with planned manufacturing improvements or design and safety, it could experience issues in scaling up further satellite production. Such delays could cause the Company to fail to reach its goal of expanding and scaling its constellation of satellites. A failure to reach a sufficient number of satellites in the Company's constellation may impact the revisit rates it is able to offer its customers and limit its product offerings, thereby making it less attractive to existing and potential customers.

Launch vehicles may also under-perform, in which case the satellite may still be placed into service by using its onboard propulsion systems to reach the desired orbital location, resulting in a reduction in its service life. In addition, although the Company intends to purchase launch insurance on all of its launches, if it were not able to obtain launch insurance on commercially reasonable terms and a launch failure were to occur, it would directly suffer the loss of the cost of the satellite and related costs.

***The Company's business involves significant risks and uncertainties that may not be covered by insurance.***

The Company endeavors to obtain insurance coverage from established insurance carriers to cover certain risks and liabilities related to its business. However, the amount of insurance coverage that the Company maintains may not be adequate to cover all claims or liabilities. Existing coverage may be canceled while the Company remains exposed to the risk and it is not possible to obtain insurance to protect against all operational risks, natural hazards and liabilities.

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Although the Company maintains insurance policies that it believes to be adequate, it cannot provide assurance that this insurance will be adequate to protect it from all material judgments and expenses related to potential future claims or that these levels of insurance will be available in the future at economical prices or at all. A successful liability claim could result in substantial cost to the Company. Even if the Company is fully insured as it relates to a claim, the claim could nevertheless diminish the Company's brand and divert management's attention and resources, which could have a negative impact on the Company's business, financial condition, and results of operations.

Although the Company maintains pre-launch and launch insurance coverage for its satellites, it does not maintain in-orbit lifecycle insurance coverage. Any damage or destruction to the Company's satellites while in orbit as a result of anomalies, failures, collisions with its satellites or other satellites or debris, radiation damage or other catastrophic event will not be covered by insurance. The Company will be required to pay for the repair or replacement of such satellite which may have a material adverse effect on its financial condition and results of operation.

The Company does not maintain third-party liability insurance with respect to its satellites. Accordingly, the Company currently has no insurance to cover any third-party damages that may be caused by any of its satellites, including personal and property insurance. If the Company experiences significant uninsured losses, such events could have a material adverse impact on its business, financial condition and results of operations.

***The Company typically purchases pre-launch and launch insurance coverage for its satellites to address the risk of potential systemic anomalies, failures, collisions with its satellites or other satellites or debris, or catastrophic events that occur prior to or during launch. However, such insurance may be insufficient or unavailable on acceptable cost and terms, if at all.***

The Company has historically purchased pre-launch and launch insurance to address the risk of potential systemic anomalies, failures, collisions with its satellites or other satellites or debris, or catastrophic events during launch, to the extent that insurance was available on acceptable premiums and other terms. The insurance proceeds received in connection with a partial or total loss of the functional capacity of any of the Company's satellites would not be sufficient to cover the replacement cost, if the Company chooses to do so, of an equivalent satellite. In addition, this insurance will not protect the Company against all losses to its satellites due to specified exclusions, deductibles and material change limitations and it may be difficult to insure against certain risks, including a partial deterioration in satellite performance and satellite re-entry.

The price and availability of insurance fluctuate significantly. Insurance market conditions or factors outside the Company's control at the time it is in the market for the required insurance, such as failure of a satellite using similar components, could cause premiums to be significantly higher than current estimates and could reduce amounts of available coverage. The cost of the Company's insurance has been increasing and may continue to increase. Higher premiums on insurance policies will reduce the Company's operating income by the amount of such increased premiums. If the terms of insurance policies become less favorable than those currently available, there may be limits on the amount of coverage that the Company can obtain, or the Company may not be able to obtain insurance at all.

***Coordination results may adversely affect the Company's ability to use its satellites in certain orbital locations for its proposed service or coverage area or may delay its ability to launch satellites and thereby operate its proposed services.***

The Company will be required to record orbital locations and operational parameters of its satellites with the International Telecommunication Union and to coordinate with other satellite operators and national administrations the use of these orbital locations and operational parameters in order to avoid interference to or from other satellites. The results of coordination may adversely affect the Company's use of its satellites using certain orbital locations as well as the type of applications or services that the Company can accommodate. If the

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Company is unable to coordinate its satellites by specified deadlines, the Company may not be able to use its satellites or certain orbital locations for its proposed service or coverage area or it may lose interference protection for its satellites. The use of the Company's satellites may also be temporarily or permanently adversely affected if the operation of other satellite networks do not conform to coordination agreements resulting in the acceptable interference levels being exceeded (such as due to operational errors associated with the transmissions to other satellite networks).

***Natural disasters, unusual weather conditions, epidemic outbreaks, terrorist acts and political events could disrupt the Company's business or satellite launch schedules. Interruption or failure of the Company's infrastructure could hurt its ability to effectively perform its daily operations and provide and produce its products and services, which could damage its reputation and materially and adversely affect its operating results.***

The Company is vulnerable to natural disasters and significant disruptions including tsunamis, floods, earthquakes, fires, water shortages, other extreme or unusual weather conditions, epidemics or pandemics, acts of terrorism or disruptive political events where the Company's facilities or the launch facilities of its transport partners are located, or where its third-party suppliers' facilities are located, power shortages and blackouts, aging infrastructures and telecommunications failures. Furthermore, climate change has increased, and may continue to increase, the rate, size and scope of these natural disasters. In the event of such a natural disaster or other disruption, the Company could experience disruptions to its operations or the operations of suppliers, subcontractors, distributors or customers, which could affect the Company's ability to maintain launch schedules or fulfill its customer contracts.

The availability of many of the Company's geospatial intelligence, imagery and related data analytic products and services depends on the continuing operation of its satellite operations infrastructure, satellite manufacturing operations, information technology and communications systems. Any downtime, damage to or failure of the Company's systems could result in interruptions in its service, which could reduce its revenues. The Company's systems are vulnerable to damage or interruption from floods, fires, power loss, aging infrastructure, telecommunications failures, computer viruses, computer denial of service attacks or other attempts to harm the Company's systems. In the event the Company is unable to collect, process and deliver imagery from its facility, its daily operations and operating results would be materially and adversely affected. In addition, the Company's ground terminal centers are vulnerable to damage or interruption from human error, intentional bad acts, earthquakes, hurricanes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, aging infrastructure, telecommunications failures and similar events. The occurrence of any of the foregoing could result in lengthy interruptions in the Company's services and/or damage its reputation, which could have a material adverse effect on its business, financial condition, and results of operations.

The occurrence and impact of these factors is difficult to predict, but one or more of them could have a material adverse effect on the Company's financial position, results of operations and/or cash flows.

***Prolonged unfavorable weather conditions could negatively impact the Company's operations.***

In order for satellites to collect and deliver imagery effectively, the satellite must be able to view the desired area on a certain day at a certain time as it passes overhead. Adverse weather conditions, such as clouds or haze, may prevent satellites from collecting data and imagery or could cause the satellite to experience technical difficulties communicating with the ground terminals or collecting imagery in the same quality or volume that was intended. In addition, space weather, such as solar flares, could take the Company's satellites out of orbit, disrupt the Company's ground communication networks and affect the decay rate of its satellites. The occurrence of any of the foregoing could result in interruptions, which could be lengthy, in the Company's services and/or damage its reputation, which could have a material adverse effect on its business, financial condition, and results of operations.

## Risks Relating to Legal and Regulatory Matters

***The Company is subject to stringent U.S. export and import control laws and regulations. Unfavorable changes in these laws and regulations or U.S. government licensing policies, the Company's failure to secure timely U.S. government authorizations under these laws and regulations, or the Company's failure to comply with these laws and regulations could have a material adverse effect on its business, financial condition and results of operations.***

The Company has a global supply chain of upstream and downstream partners including manufacturers, suppliers and launch providers from a number of countries including the U.S. Based on these activities, the Company may be required to comply with U.S. export control laws and regulations, including the International Traffic in Arms Regulations (“**ITAR**”) administered by the U.S. Department of State and the Export Administration Regulations (“**EAR**”) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”). Pursuant to these foreign trade control laws and regulations, the Company may be required, among other things, to (i) maintain a registration under ITAR, (ii) determine the proper licensing jurisdiction and export classification of products, software, and technology, and (iii) obtain licenses or other forms of U.S. government authorization to engage in the conduct of the Company’s satellite imagery and data business. Violations of applicable export control laws and related regulations could result in criminal and administrative penalties, including fines, possible denial of export privileges, and debarment, which could have a material adverse impact on the Company’s business, including its ability to enter into contracts or subcontracts for U.S. government customers. U.S. export licenses are required to transfer or make accessible certain of the Company’s products, software and technical information to its non-U.S. employees (called “deemed exports”).

The inability to secure and maintain other necessary export authorizations could negatively impact the Company’s ability to compete successfully or to operate its business as planned. For example, if the Company was unable to obtain or maintain its licenses to export certain spacecraft hardware, it would effectively be prohibited from launching its vehicles from certain non-U.S. locations, which would limit the number of launch providers it could use. In addition, if the Company was unable to obtain a Department of State Technical Assistance Agreement to export certain launch related services, it would experience difficulties or even be unable to perform integration activities necessary to safely integrate its transfer vehicles to non-U.S. launch vehicles. In both cases, these restrictions could lead to higher launch costs which may have a material adverse impact on the Company’s results of operations. Similarly, if the Company was unable to secure effective export licensure to authorize the full scope of activity with a foreign partner or supplier, it may be required to make design changes to spacecraft or updates to its supplier chain, which may result in increased costs to the Company or delays in vehicle launches.

Any changes in the export control regulations or U.S. government licensing policy, such as those necessary to implement U.S. government commitments to multilateral control regimes, may restrict the Company’s operations. There is no inherent right to perform an export and given the significant discretion the government has adjudicating such authorizations in furtherance of U.S. national security and foreign policy interests, there can be no assurance the Company will be successful in its current and future efforts to secure and maintain necessary licenses, registrations, or other U.S. government regulatory approvals.

In addition, U.S. export control laws continue to change. For example, the control lists under the ITAR and the EAR are periodically updated to reclassify specific types of export-controlled technology. For example, any changes to the jurisdictional assignment of controlled data or hardware used by the Company could result in the need for different export authorizations, each then subject to a subsequent approval. Similarly, should exceptions or exemptions under the EAR or ITAR, respectively, be changed, the Company’s activities otherwise authorized via these mechanisms may become unavailable and could result in the need for additional export authorizations.

Additionally, changes to the administrative implementation of export control laws at the agency level may suddenly change as a result of geo-political events, which could result in existing or proposed export

authorization applications being viewed in unpredictable ways, or potentially rejected, as a result of the changed agency level protocol.

***To date, based on the structure of the Company's business and operations and informal discussion with regulators, the Company does not believe its satellite operations are subject to U.S. regulation. If it is determined by a U.S. regulatory authority that the Company's operations are subject to U.S. law, the Company could be subject to penalties and other adverse consequences as a result of noncompliance.***

The raw data collected by the Company's constellation is collected through a series of ground stations strategically located in several global locations (not within the U.S.). The Company has a mission and operations team, located in Spain and Argentina, that monitors and operates all satellites in the constellation. The majority of the Company's satellite operations and management sits outside the U.S. As a result of these factors, the Company does not believe it is subject to U.S. regulations issued by the U.S. National Oceanic and Atmospheric Administration ("NOAA") or the U.S. Federal Aviation Administration ("FAA"), although the Company's agreement with SpaceX to launch its satellites does indirectly require it to comply with certain FAA licensing requirements. If U.S. regulators disagree with the Company's determination that it is not subject to U.S. regulation and it is determined by a U.S. regulatory authority that the Company was required to, and did not, comply with U.S. regulations relating to its business and operations, the Company may be subject to penalties or other adverse consequences which could materially and adversely affect the Company's business and results of operations.

***If the Company is successful in becoming a U.S. governmental contractor, its business will be subject to significant U.S. regulations, and reductions or changes in U.S. government spending, including the U.S. defense budget, could reduce its revenue and adversely affect its business.***

A large part of the Company's growth strategy includes obtaining U.S. governmental agency customers, particularly in defense and intelligence, as well as U.S. commercial customers. If and when the Company contracts with the U.S. government or, in certain circumstances, retains services from U.S. service providers, the Company must comply with a variety of laws and regulations. A violation of these laws and regulations could result in the imposition of fines and penalties to the Company or its customers or the termination of the Company's or their contracts with the U.S. government. As a result, there could be a delay in the Company's receipt of orders from its customers, a termination of such orders, or a termination of any contracts between the Company and the U.S. government.

- The Company's potential future contracts with U.S. and international defense contractors or directly with the U.S. government may be on a commercial item basis, eliminating the requirement to disclose and certify cost data. To the extent that there are interpretations or changes in the FAR regarding the qualifications necessary to sell commercial items, there could be a material impact on the Company's business and operating results. For example, there have been legislative proposals to narrow the definition of a "commercial item" (as defined in the FAR) or to require cost and pricing data on commercial items that could limit or adversely impact the Company's ability to contract under commercial item terms. Changes could be accelerated due to changes in the Company's mix of business, in federal regulations, or in the interpretation of federal regulations, which may subject the Company to increased oversight by the Defense Contract Audit Agency ("DCAA") for certain of the Company's products or services. Such changes could also trigger contract coverage under the Cost Accounting Standards ("CAS"), further impacting the Company's commercial operating model and requiring compliance with a defined set of business systems criteria. Growth in the value of certain contracts may increase the Company's compliance burden, requiring the Company to implement new business systems to comply with such requirements. Failure to comply with applicable CAS requirements could adversely impact the Company's ability to win future CAS-type contracts.
- The Company would be subject to the Defense Federal Acquisition Regulation Supplement ("DFARS") and the Department of Defense ("DoD") and federal cybersecurity requirements, in

connection with any defense work the Company performs in the future for the U.S. government and defense prime contractors. Amendments to DoD cybersecurity requirements, such as through amendments to the FAR or DFARS, may increase the Company's costs or delay the award of contracts if it is unable to certify that it satisfies such cybersecurity requirements.

- The U.S. government or a defense prime contractor customer could require the Company to relinquish data rights to a product in connection with performing work on a defense contract, which could lead to a loss of valuable technology and intellectual property in order to participate in a government program.
- The Company may enter into cost reimbursable contracts with the U.S. government or a defense prime contractor customer that could offset the Company's cost efficiency initiatives.
- The Company would be subject to various U.S. federal export-control statutes and regulations, which may affect its business with, among others, international defense customers. In certain cases, the export of the Company's products and technical data to foreign persons, and the provision of technical services to foreign persons related to such products and technical data, may require licenses from the U.S. Department of Commerce or the U.S. Department of State. The time required to obtain these licenses, and the restrictions that may be contained in these licenses, may result in the Company being at a competitive disadvantage with international suppliers who are not subject to U.S. federal export control statutes and regulations. In addition, violations of these statutes and regulations can result in civil and, under certain circumstances, criminal liability as well as administrative penalties which could have a material adverse effect on the Company's business, financial condition, and results of operations.
- Sales to U.S. prime defense contractor customers as part of foreign military sales ("FMS") programs combine several different types of risks and uncertainties highlighted above, including risks related to government contracts, risks related to defense contracts, timing and budgeting of foreign governments, and approval from the U.S. and foreign governments related to the programs, all of which may be impacted by macroeconomic and geopolitical factors outside of the Company's control.
- The Company may in the future derive a portion of its revenue from programs with governments and government agencies that are subject to security restrictions (e.g., contracts involving classified information, classified contracts, and classified programs), which preclude the dissemination of information and technology that is classified for national security purposes under applicable law and regulation. In general, access to classified information, technology, facilities, or programs requires appropriate personnel security clearances, is subject to additional contract oversight and potential liability, and may also require appropriate facility clearances and other specialized infrastructure. Therefore, certain of the Company's employees with appropriate security clearances may require access to classified information in connection with the performance of a U.S. government contract. The Company must comply with security requirements pursuant to the National Industrial Security Program Operating Manual ("NISPOM") administered by the Defense Counterintelligence and Security Agency ("DCSA"), and other U.S. government security protocols when accessing sensitive information. Failure to comply with the NISPOM or other security requirements may subject the Company to civil or criminal penalties, loss of access to sensitive information, loss of a U.S. government contract, or potentially debarment as a government contractor. Further, the DCSA has transitioned its review of a contractor's security program to focus on the protection of controlled unclassified information and assets. Failure to meet DCSA's new, broader requirements could adversely impact the ability to win new business as a government contractor.
- The Company may need to invest additional capital to build out higher level security infrastructure at certain of its facilities to be awarded contracts related to defense programs with higher level security requirements. Failure to invest in such infrastructure may limit the Company's ability to obtain new contracts with defense programs.
- The Company may be required to have certain products that it purchases manufactured in the United States and other relatively high-cost manufacturing locations under the Buy American Act or other



regulations, and the Company may not manufacture all products in locations that meet these requirements, which may preclude the Company's ability to sell some products or services

If the Company were to become a contractor to agencies and departments of the U.S. government, it would likely result in it being routinely subject to investigations and reviews relating to compliance with various laws and regulations, including those associated with organizational conflicts of interest, procurement integrity, bid integrity and claim presentation, among others. These investigations may be conducted without the Company's knowledge. Adverse findings in these investigations or reviews can lead to criminal, civil or administrative proceedings, and the Company could face civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or debarment from doing business with U.S. government agencies. In addition, the Company could suffer serious harm to its reputation and competitive position if allegations of impropriety were made against it, whether or not true. If the Company's reputation or relationship were impaired due to these investigations, or if it could not obtain contracts with the U.S. government and the U.S. government otherwise ceased doing business with it or significantly decreased the amount of business it does with it, its revenues and ability to attract new business could be adversely affected.

In addition, spending authorizations for defense-related and other programs by the U.S. government have fluctuated in the past, and future levels of expenditures and authorizations for these programs may decrease, remain constant or shift to programs in areas where the Company does not expect to provide services. Any contract the Company may enter into with the U.S. government and its agencies will generally be conditioned upon the continuing availability of Congressional appropriations. Congress usually appropriates funds on a fiscal year basis, even though contract performance may extend over many years. In recent years, there has been a pattern of delays in the finalization and approval of the U.S. government budget, which can create uncertainty over the extent of future U.S. government demand for the Company's services.

***Failure to comply with the requirements of the National Industrial Security Program could jeopardize the Company's ability to provide its products and services to the U.S. government.***

The Company's growth strategy includes seeking U.S. governmental agency customers, particularly in defense and intelligence, though it has not acquired any U.S. governmental agency customers to date. In obtaining certain U.S. governmental agency customers, those contracts may require the Company to maintain national security clearance and mitigation elements under the National Industry Security Program. Obtaining and maintaining national security clearances involves a lengthy process. In anticipation of potential future U.S. government contracts, the Company established a U.S. subsidiary, Satellogic North America, LLC, and has commenced the process of insulating the entity from foreign ownership, control or influence ("FOCI"), including by recruiting directors and employees dedicated to that entity and any U.S. governmental agency projects to be serviced by the entity. Failure to comply with any agreement with the U.S. Department of Defense regarding any appropriate FOCI mitigation arrangement could result in invalidation or termination of applicable facility security clearances, which in turn would mean that Satellogic North America, LLC, would not be able to enter into future contracts with the U.S. government requiring facility security clearances, and may result in the loss of the ability of this entity or any other future U.S. subsidiaries to complete then-existing contracts with the U.S. government.

***The Company's business with governmental entities is subject to the policies, priorities, regulations, mandates, and funding levels of such governmental entities and may be negatively impacted by any change thereto.***

The Company has recently entered into contracts with governmental agencies to provide its products and services. This would subject the Company's business to laws and regulations applicable to companies doing business with the applicable government. These government contracts customarily contain provisions that give the government substantial rights and remedies, many of which are not typically found in commercial contracts and which are unfavorable to contractors.

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For instance, most government agencies include provisions that allow the government to unilaterally terminate or modify contracts for convenience, and in such event, the counterparty to the contract may generally recover only its incurred or committed costs and settlement expenses and profit on work completed prior to the termination. If the government terminates a contract for default, the defaulting party may be liable for any extra costs incurred by the government in procuring undelivered items from another source.

Government contracts often also contain provisions and are subject to laws and regulations that provide government customers with additional rights and remedies not typically found in commercial contracts. These rights and remedies allow government customers, among other things, to:

- Terminate existing contracts for convenience with short notice;
- Reduce orders under or otherwise modify contracts;
- For contracts subject to the Truthful Cost or Pricing Data Act, reduce the contract price or cost where it was increased because a contractor or subcontractor furnished cost or pricing data during negotiations that was not complete, accurate, and current;
- For some contracts, (i) demand a refund, make a forward price adjustment, or terminate a contract for default if a contractor provided inaccurate or incomplete data during the contract negotiation process and (ii) reduce the contract price under triggering circumstances, including the revision of price lists or other documents upon which the contract award was predicated;
- Cancel multi-year contracts and related orders if funds for contract performance for any subsequent year become unavailable;
- Decline to exercise an option to renew a multi-year contract;
- Claim rights in solutions, systems, or technology produced by us, appropriate such work-product for their continued use without continuing to contract for our services, and disclose such work-product to third parties, including other government agencies and our competitors, which could harm our competitive position;
- Prohibit future procurement awards with a particular agency due to a finding of organizational conflicts of interest based upon prior related work performed for the agency that would give a contractor an unfair advantage over competing contractors, or the existence of conflicting roles that might bias a contractor's judgment;
- Subject the award of contracts to protest by competitors, which may require the contracting federal agency or department to suspend our performance pending the outcome of the protest and may also result in a requirement to resubmit offers for the contract or in the termination, reduction, or modification of the awarded contract;
- Suspend or debar the Company from doing business with the applicable government; and
- Control or prohibit the export of its services.

In addition, government contracts normally contain additional requirements that may increase the Company's costs of doing business, reduce its gross margins, and expose it to liability for failure to comply with these terms and conditions. These requirements include, for example:

- Specialized disclosure and accounting requirements unique to government contracts;
- Financial and compliance audits that may result in potential liability for price adjustments, recoupment of government funds after such funds have been spent, civil and criminal penalties, or administrative sanctions such as suspension or debarment from doing business with the U.S. government;
- Public disclosures of certain contract and company information;

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- Mandatory socioeconomic compliance requirements, including labor requirements, non-discrimination and affirmative action programs and environmental compliance requirements; and
- Requirements to procure certain materials, components and parts from supply sources approved by the customer.

Government contracts are also generally subject to greater scrutiny by the government, which can initiate reviews, audits and investigations regarding the Company's compliance with government contract requirements. New regulations or procurement requirements (including, for example regulations regarding counterfeit and corrupt parts, supply chain diligence and cybersecurity) or changes to current requirements could increase our costs and risk of non-compliance. In addition, if the Company fails to comply with government contracting laws, regulations and contract requirements, its contracts may be subject to termination, and it may be subject to financial and/or other liability under such contract and applicable law.

Further, changes in government policies, priorities, regulations, use of commercial data providers to meet U.S. government imagery needs, government agency mandates, funding levels through agency budget reductions, the imposition of budgetary constraints or a decline in government support or deferment of funding for programs in which the Company or its customers participate could result in contract terminations, delays in contract awards, reduction in contract scope, performance penalties or breaches of its contracts, the failure to exercise contract options, the cancellation of planned procurements and fewer new business opportunities, all of which could materially and adversely impact the Company's business, financial condition, results of operations and cash flows.

***The Company's business is subject to a wide variety of additional extensive and evolving government laws and regulations. Failure to comply with such laws and regulations could have a material adverse effect on the Company's business.***

The Company is subject to a wide variety of laws and regulations relating to various aspects of its business, including with respect to its space transport operations, employment and labor, health care, tax, privacy and data security, health and safety, and environmental issues. Laws and regulations at the foreign, federal, state and local levels frequently change, especially in relation to new and emerging industries, and the Company cannot reasonably predict the impact from, or the ultimate cost of compliance with, current or future regulatory or administrative changes. The Company monitors these developments and devotes a significant amount of management's time and external resources towards compliance with these laws, regulations and guidelines, and such compliance places a significant burden on management's time and other resources, and it may limit the Company's ability to expand into certain jurisdictions. Moreover, changes in law, the imposition of new or additional regulations or the enactment of any new or more stringent legislation that impacts the Company's business could require the Company to change the way it operates and could have a material adverse effect on its sales, profitability, cash flows and financial condition. Failure to comply with these laws or regulations or failure to satisfy any criteria or other requirement under such laws or regulations, such as with respect to obtaining and maintaining licenses, certificates, authorizations and permits critical for the operation of the Company's business, may result in civil penalties or private lawsuits, or result in a delay or the denial, suspension or revocation of licenses, certificates, authorizations or permits, which would prevent the Company from operating its business.

The U.S. and foreign governments may revise existing contract rules and regulations or adopt new contract rules and regulations at any time and may also face restrictions or pressure regarding the type and amount of services it may obtain from private contractors. Changes could impair the Company's ability to obtain new contracts or renew contracts under which it currently performs when those contracts are eligible for re-competition. Any new contracting methods could be costly or administratively difficult for the Company to implement, which could adversely affect the Company's business, results of operations and financial condition.

Additionally, regulation of the Company's industry is still evolving, and new or different laws or regulations could affect the Company's operations, increase direct compliance costs for the Company or cause any third-

party suppliers or contractors to raise the prices they charge the Company because of increased compliance costs. For example, the FCC has an open notice of proposed rulemaking relating to mitigation of orbital debris, which could affect the Company and its operations. The adoption of a multi-layered regulatory approach to any one of the laws or regulations to which the Company are or may become subject, particularly where the layers are in conflict, could require alteration of the Company's manufacturing processes or operational parameters which may adversely impact its business. The Company may not be in compliance with all such requirements at all times and, even when it believes it is in compliance, a regulatory agency may determine that it is not.

Any changes in applicable laws could adversely affect the Company's business and financial condition. Any material failure to comply with applicable laws could result in contract termination, price or fee reductions or suspension or debarment from contracting.

***The Company is subject to the orbital slot and spectrum access requirements of the International Telecommunication Union ("ITU") and the regulatory and licensing requirements in each of the countries in which it provides services, operates facilities, or licenses terminals, and the Company's business is sensitive to regulatory changes internationally and in those countries.***

The telecommunications industry is highly regulated, and the Company depends on access to orbital slots and spectrum resources to provide satellite services. The ITU and U.S. and other nations' regulators allocate spectrum for satellite services, and may change these allocations, which could change or limit how the Company's current satellites are able to be used. In addition, in connection with providing satellite capacity, ground network uplinks, downlinks and other value-added or managed services to the Company's customers, the Company needs to maintain regulatory approvals, and from time to time obtain new regulatory approvals, from various countries. Obtaining and maintaining these approvals can involve significant time and expense. If the Company cannot obtain, or is delayed in obtaining, the required regulatory approvals, it may not be able to provide these services to its customers, operate facilities and terminals, or expand into new services. In addition, the laws and regulations to which the Company is subject could change at any time, thus making it more difficult for the Company to obtain new regulatory approvals or causing its existing approvals to be revoked or adversely modified. Because regulatory schemes vary by country, the Company may also be subject to regulations of which it is not presently aware and could be subject to sanctions by a foreign government that could materially and adversely affect its operations in that country. If the Company cannot comply with the laws and regulations that apply to it, it could lose its revenue from services provided to the countries and territories covered by these laws and regulations and be subject to criminal or civil sanctions.

***Increasing regulatory focus on privacy issues and expanding laws may impact the Company's business or expose it to increased liability.***

The Company collects and processes customer data, which may include personal data. Due to the sensitivity of the information and data the Company expects to manage in the future, as well as the nature of its customer base, the security features of its information systems are critical. A variety of U.S. federal, state and foreign laws and regulations govern the collection, use, retention, sharing and security of this information. Laws and regulations relating to privacy, data protection and consumer protection are evolving and subject to potentially differing interpretations. These requirements may not be harmonized, may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another or may conflict with other rules or the Company's practices. As a result, the Company's practices may not have complied or may not comply in the future with all such laws, regulations, requirements and obligations.

The Company expects that new industry standards, laws and regulations will continue to be proposed regarding privacy, data protection and information security in many jurisdictions, including the European e-Privacy Regulation, which is currently in draft form. The Company cannot yet determine the impact such future laws, regulations and standards may have on its business. Complying with these evolving obligations is costly. For instance, expanding definitions and interpretations of what constitutes "personal data" (or the

equivalent) within the United States, the European Economic Area (the “EEA”) and elsewhere may increase the Company’s compliance costs and legal liability.

The Company is also subject to additional privacy laws and regulations, many of which, such as the European Union’s General Data Protection Regulation (“GDPR”) and national laws supplementing the GDPR, as well as legislation substantially implementing the GDPR in the United Kingdom, are significantly more stringent than those currently in effect in the United States. The GDPR requires companies to meet stringent requirements regarding the handling of personal data of individuals located in the EEA. The law also includes significant penalties for noncompliance, which may result in monetary penalties of up to the higher of €20.0 million or 4% of a group’s worldwide turnover for the preceding financial year for the most serious violations. The United Kingdom’s version of the GDPR, the UK GDPR, which it maintains along with its Data Protection Act (collectively, the “UK GDPR”), also provides for substantial penalties that, for the most serious violations, can be the greater of £17.5 million or 4% of a group’s worldwide turnover for the preceding financial year. The GDPR, UK GDPR, and other similar regulations require companies to give specific types of notice and informed consent is required for certain actions, and the GDPR and UK GDPR imposes additional conditions in order to satisfy such consent, such as bundled consents.

The GDPR, UK GDPR, and other state and global laws and regulations have increased the Company’s responsibility and potential liability in relation to personal data, and the Company has and will continue to put in place additional processes and programs to demonstrate compliance. New privacy laws and regulations are under development at the U.S. federal and state level and in many international jurisdictions. Any actual or perceived failure to comply with the U.S., GDPR, UK GDPR, or other data privacy laws or regulations, or related contractual or other obligations, or any perceived privacy rights violation, could lead to investigations, claims, and proceedings by governmental entities and private parties, damages for contract breach, and other significant costs, penalties, and other liabilities, as well as harm to the Company’s reputation and market position.

Additionally, the Company stores customer information and content and if its customers fail to comply with their contractual obligations or applicable laws, it could result in litigation or reputational harm to the Company. The GDPR, UK GDPR, and other laws, regulations, standards and self-regulatory codes may affect the Company’s ability to reach current and prospective customers, understand how the Company’s offerings and services are being used, respond to customer requests allowed under the laws, and implement its new business models effectively. These new laws and regulations would similarly affect the Company’s competitors as well as its customers. These requirements could impact demand for the Company’s offerings and services and result in more onerous contract obligations.

***Satelogic is subject to anti-corruption and anti-bribery laws in various countries, including but not limited to the U.S. Foreign Corrupt Practices Act. Satelogic can be subject to criminal and civil liability and other serious consequences for violations of such laws, which can harm its business.***

Satelogic is subject to applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and other anti-corruption, anti-bribery, and related laws in countries in which Satelogic will conduct its activities. Satelogic can, in certain circumstances, be held liable for violations of such laws committed by its employees, agents, contractors and others acting on its behalf, even if Satelogic does not explicitly authorize or have actual knowledge of such activities. Satelogic can also, in certain circumstances, be held liable for prior violations of such laws committed by Satelogic. Any violations of these laws and regulations may result in substantial civil, criminal and administrative fines and penalties, remedial measures and legal expenses, and other collateral consequences, all of which could adversely affect Satelogic’s business, results of operations, financial condition and reputation.

Although Satelogic maintains anti-corruption policies and procedures designed to address the risk of bribery, corruption and related misconduct, certain of its activities and operations present risk from an anti-corruption perspective. Satelogic has an extensive current or projected geographic scope of operations and is

active or pursuing business in countries that can present heightened anti-corruption compliance risks. Satellogic's target customer base also includes governments and government instrumentalities. Contracting with such entities can increase a company's compliance risk exposure, since, among other things, the representatives of such entities are typically considered to be "foreign officials" under the FCPA and may be similarly characterized under other relevant anti-corruption laws. Satellogic also works with third parties, including business development agents, distributors and resellers, in certain countries, including to interact with public officials on Satellogic's behalf. As Satellogic's operations and sales activities continue to expand, Satellogic's policies and procedures will similarly have to expand to adequately address the risks presented by its activities. Satellogic may fail to adequately expand its policies and procedures to address these increased risks.

### **Risks Relating to the Company's Intellectual Property, Data Privacy and Information Security**

*The Company may be unable to protect its intellectual property rights. Disclosure of trade secrets could cause harm to the Company's business.*

To protect the Company's proprietary rights, it relies on a combination of patents, trademarks and trade secret laws, and confidentiality agreements and license agreements with consultants, vendors and customers. The Company's efforts to protect its intellectual property and proprietary rights may not be sufficient. Although the Company applies rigorous standards, documents and processes to protect its intellectual property, there is no absolute assurance that the steps taken to protect its technology will prevent misappropriation or infringement. The Company's ability to enforce and protect its intellectual property rights may be limited in certain jurisdictions, which could make it easier for competitors to capture market position in such countries by utilizing technologies that are similar to those developed or licensed by the Company. Competitors also may harm the Company's sales by designing products that mirror the capabilities of its products or technology without infringing on its intellectual property rights. If the Company does not obtain sufficient protection for its intellectual property, or if it is unable to effectively enforce its intellectual property rights, the Company's competitiveness could be impaired, which would limit its growth and future revenue.

The Company attempts to protect its trade secrets and other proprietary information by entering into confidentiality, licensing and invention assignment agreements or other contracts with similar provisions with third parties and its employees and consultants. However, these agreements can be breached and, if they are, there may not be an adequate remedy available to the Company. In addition, others may independently discover, or reverse engineer the Company's trade secrets and proprietary information, and in such cases the Company could not assert any trade secret or proprietary rights against such party. Litigation may be necessary to enforce or protect the Company's intellectual property rights, its trade secrets or determine the validity and scope of the proprietary rights of others. Litigating a claim that a party illegally or unlawfully obtained and uses the Company's trade secret without authorization is difficult, expensive and time consuming, and the outcome is unpredictable. If the Company is unable to protect its intellectual property, its competitors could market services or products similar to the Company's services and products, which could reduce demand for its offerings. Any litigation to enforce the Company's intellectual property rights, protect its trade secrets or determine the validity and scope of the proprietary rights of others could result in substantial costs and diversion of resources, with no assurance of success.

The Company also tries to protect its intellectual property by filing patent applications related to its technology, inventions and improvements are important to the development of its business. The steps the Company takes to protect its intellectual property may be inadequate. The Company currently has 14 issued patents, one utility model and 37 patents pending in 8 jurisdictions. The Company's pending patent applications may not result in patents being issued, which may have a material adverse effect on its ability to prevent others from commercially exploiting products similar to those of the Company. The Company cannot be certain that it is the first inventor of the subject matter to which it has filed a particular patent application, or if it is the first party to file such a patent application. If another party has filed a patent application to the same subject matter as the Company has, the Company may not be entitled to the protection sought by the patent application. The

Company also cannot be certain whether the claims included in a patent application will ultimately be allowed in the applicable issued patent. As a result, the Company cannot be certain that the patent applications that it files will be granted. Further, the scope of protection of issued patent claims is often difficult to determine.

Patents, if issued, may be challenged, invalidated or circumvented. If the Company's patents are invalidated or found to be unenforceable, the Company will lose the ability to exclude others from making, using or selling the inventions claimed. Moreover, an issued patent does not guarantee the Company the right to use the patented technology or commercialize a product using that technology. Third parties may have blocking patents that could be used to prevent the Company from developing its product. Thus, patents that the Company may own in the future may not allow it to exploit the rights conferred by its intellectual property protection. Even if issued, they may not be issued with claims sufficiently broad to protect the Company's technologies or may not provide the Company with a competitive advantage against competitors with similar technologies. Despite the Company's precautions, it may be possible for unauthorized third parties to copy the Company's technology and use information that the Company regards as proprietary to create technology that competes with the Company's. Further, the laws of certain countries may not adequately protect proprietary rights, and mechanisms for enforcement of intellectual property rights in such countries may be inadequate. The Company's competitors may also design around the Company's issued patents, which may adversely affect the Company's business, prospects, financial condition and operating results.

***The Company's technology may violate the proprietary rights of third parties and its intellectual property may be misappropriated or infringed upon by third parties, each of which could have a negative impact on its operations.***

If any of the Company's technology violates proprietary rights of any third party, including copyrights and patents, such third party may assert infringement claims against the Company. Certain software and other intellectual property used by the Company or in its satellites, systems and products make use of or incorporate licensed software components or other licensed technology. Any claims brought against the Company may result in limitations on its ability to use the intellectual property subject to these claims. The Company may be required to redesign its satellites, systems or products or to obtain licenses from third parties to continue offering its satellites, systems or products without substantially re-engineering such products or systems.

The Company's intellectual property rights may be invalidated, circumvented, challenged, infringed or required to be licensed to others. An infringement or misappropriation could harm any competitive advantage the Company currently derives or may derive from its proprietary rights.

***Data breaches or incidents involving the Company's technology or products could damage its business, reputation and brand and substantially harm its business and results of operations.***

If the Company's data and network infrastructure were to fail, or if the Company were to suffer an interruption or degradation of services in its data center, third-party cloud, and other infrastructure environments, it could lose important manufacturing and technical data, which could harm its business. The Company's facilities, as well as the facilities of third parties that maintain or have access to the Company's data or network infrastructure, are vulnerable to damage or interruption from earthquakes, hurricanes, floods, fires, cyber security attacks, terrorist attacks, power losses, telecommunications failures and similar events. In the event that the Company's or any third-party provider's systems or service abilities are hindered by any of the events discussed above, the Company's ability to operate may be impaired and its business could be adversely affected. A decision to close facilities without adequate notice, or other unanticipated problems, could adversely impact the Company's operations. Any of the aforementioned risks may be augmented if the Company's or any third-party provider's business continuity and disaster recovery plans prove to be inadequate. The Company's data center, third-party cloud, and managed service provider infrastructure also could be subject to break-ins, cyber-attacks, sabotage, intentional acts of vandalism and other misconduct, from a spectrum of actors ranging in sophistication from threats common to most industries to more advanced and persistent, highly organized adversaries. Any

security breach, including personal data breaches, or incident, including cybersecurity incidents, that the Company experiences could result in unauthorized access to, misuse of or unauthorized acquisition of its internal sensitive corporate data, such as financial data, intellectual property, or data related to contracts with commercial or government customers or partners. Such unauthorized access, misuse, acquisition, or modification of sensitive data may result in data loss, corruption or alteration, interruptions in the Company's operations or damage to the Company's computer hardware or systems or those of its employees and customers. Moreover, negative publicity arising from these types of disruptions could damage the Company's reputation.

The Company has implemented multiple layers of security measures designed to protect the confidentiality, integrity, availability and privacy of this data and the systems and devices that store and transmit such data. The Company utilizes current security technologies, and its defenses are monitored and routinely tested internally. Despite these efforts, threats from malicious persons and groups, new vulnerabilities and advanced new attacks against information systems create risk of cybersecurity incidents. These incidents can include, but are not limited to, gaining unauthorized access to digital systems for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may not immediately produce signs of intrusion, the Company may be unable to anticipate these incidents or techniques, timely discover them, or implement adequate preventative measures.

Over the past several years, cyber-attacks have become more prevalent and much harder to detect and defend against. The Company's network and storage applications may be vulnerable to cyber-attack, malicious intrusion, malfeasance, loss of data privacy or other significant disruption and may be subject to unauthorized access by hackers, employees, consultants or other service providers. In addition, hardware, software or applications the Company develops or procures from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Unauthorized parties may also attempt to gain access to the Company's systems or facilities through fraud, trickery or other forms of deceiving the Company's employees, contractors and temporary staff. As cyber threats continue to evolve, the Company may be required to expend significant additional resources to continue to modify or enhance its protective measures or to investigate and remediate any cybersecurity vulnerabilities. The Company expects to maintain cyber liability insurance policies covering certain security and privacy damages. However, it does not currently have a policy and even if a policy is purchased, the Company cannot be certain that its coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to it on economically reasonable terms, or at all.

Significant unavailability of the Company's services due to attacks could cause users to cease using the Company's services and materially adversely affect the Company's business, prospects, financial condition and results of operations. The Company uses software which it has developed, which the Company seeks to continually update and improve. Replacing such systems is often time-consuming and expensive and can also be intrusive to daily business operations. Further, the Company may not always be successful in executing these upgrades and improvements, which may occasionally result in a failure of its systems. The Company may experience periodic system interruptions from time to time. Any slowdown or failure of the Company's underlying technology infrastructure could harm its business, reputation and ability to execute on its business plan, which could materially adversely affect its results of operations. The Company's disaster recovery plan or those of its third-party providers may be inadequate.

***The Company's technologies contain "open source" software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect its business.***

The Company utilizes "open-source" software licensed from third parties on a limited basis. The Company primarily uses this software in limited cases such as in connection with satellite testing. Some of these licenses contain requirements that the Company make available source code for modifications or derivative works it creates based upon the open source software, and that it license these modifications or derivative works under the



terms of a particular open source license or other license granting third-parties certain rights of further use. In addition to risks related to license requirements, use of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide updates, warranties, support, indemnities, assurances of title, or controls on origin of the software. Likewise, some open source projects have known security and other vulnerabilities and architectural instabilities, or are otherwise subject to security attacks due to their wide availability, and are provided on an “as-is” basis. If the Company were found to have inappropriately used open source software, it may be required to take other remedial action that may divert resources away from its development efforts, any of which could adversely affect its business, financial condition, results of operations and growth prospects. In addition, if the open source software the Company uses is no longer maintained by the relevant developer or open source community, then it may be more difficult to make the necessary revisions to the Company’s software, including modifications to address security vulnerabilities, which could impact the Company’s ability to mitigate cybersecurity risks or fulfill its contractual obligations to its customers. The Company may also face claims from others seeking to enforce the terms of an open source license, including by demanding release under certain open source licenses of the open source software, derivative works or the Company’s proprietary source code that was developed using such software. Such claims, with or without merit, could result in litigation, could be time-consuming and expensive to settle or litigate, could divert the Company’s management’s attention and other resources, could require the Company to lease some of the Company’s proprietary code, or could require the Company to devote additional research and development resources to change its technologies, any of which could adversely affect its business.

## **General Business Risks**

### ***The global COVID-19 outbreak has affected the Company’s business and operations.***

In light of the uncertain and rapidly evolving situation relating to the spread of COVID-19, the Company has taken precautionary measures intended to minimize the risk of the virus to its employees, customers, and the communities in which it operates, which may negatively impact its business.

COVID-19 has had a negative impact on certain of the Company’s operations, supply chain, vendors, transportation networks and customers. The COVID-19 outbreak is a widespread public health crisis that is adversely affecting the economies and financial markets globally. The progression of this pandemic could negatively impact the Company’s business or results of operations through the temporary or extended closure of its operating locations or those of its suppliers. In addition, there may be changes in the Company’s potential customers’ priorities and practices, as they confront competing budget priorities and limited resources. These changes may impact current and future programs, customer priorities, government payments, and other practices, procurements, and funding decisions.

To the extent COVID-19 adversely affects the Company’s business operations, liquidity and financial results, it may also have the effect of heightening many of the other risks described in this “*Risk Factors*” section.

### ***The Company relies on the significant experience and specialized expertise of its senior management, engineering, sales and operational staff and must retain and attract qualified and highly skilled personnel in order to grow its business successfully. If the Company is unable to build, expand, and deploy additional members its management, engineering, sales and operational staff in a timely manner, or at all, or to hire, retain, train, and motivate such personnel, its growth and long-term success could be adversely impacted.***

The Company’s performance is substantially dependent on the continued services and performance of its senior management and its highly qualified team of engineers and data scientists, many of whom have numerous years of experience, specialized expertise in its business. If the Company is not successful in hiring and retaining highly qualified engineers, data scientists and other skilled personnel, it may not be able to extend or maintain its engineering and data science expertise, and its future product development efforts could be adversely affected.

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Competition for hiring these employees is intense, especially regarding engineers and data scientists with specialized skills required for the Company's business, and it may be unable to hire and retain enough engineers and data scientists to implement its growth strategy.

The Company's future success also depends on the successful execution of its strategy to increase sales to customers, identify and engage new customers, and enter U.S. and new non-U.S. markets, which will depend on, among other things, its ability to build and expand its sales organization and operations. Identifying, recruiting, training, and managing sales personnel requires significant time, expense, and attention, including from the Company's senior management and other key personnel, which could adversely impact its business, financial condition, and results of operations in the short and long term.

### ***The Company may become involved in litigation that may materially adversely affect it.***

From time to time, the Company may become involved in various legal proceedings relating to matters incidental to the ordinary course of its business, including intellectual property, commercial, employment, class action, whistleblower and other litigation and claims, and governmental and other regulatory investigations and proceedings. Such matters can be time-consuming, divert management's attention and resources, cause the Company to incur significant expenses or liability or require it to change its' business practices. Because of the potential risks, expenses and uncertainties of litigation, the Company may, from time to time, settle disputes, even where it believes that it has meritorious claims or defenses. Because litigation is inherently unpredictable, the Company cannot assure you that the results of any of these actions will not have a material adverse effect on its business.

### ***Changes in accounting standards or inaccurate estimates or assumptions in the application of accounting policies could adversely affect the Company's financial condition and results of operations.***

The Company's accounting policies and methods are fundamental to how it records and reports its financial condition and results of operations. Future changes in accounting standards, pronouncements or interpretations could require the Company to change its policies and procedures. The materiality of such changes is difficult to predict, and such changes could materially impact how the Company records and reports its financial condition and results of operations. In addition, some accounting policies require the use of estimates and assumptions that may affect the reported value of the Company's assets or liabilities and results of operations and are critical because they require management to make difficult, subjective and complex judgments about matters that are inherently uncertain. If those assumptions, estimates or judgments were incorrectly made, we could be required to correct and restate prior period financial statements, and there can be no assurances that it will make the correct judgments in the future, should any new standards be issued. Accounting standard-setters and those who interpret the accounting standards may also amend or even reverse their previous interpretations or positions on how various standards should be applied. Any of these changes are difficult to predict and can materially impact how the Company records and reports its financial condition and results of operations, which could have a significant impact on its future financial statements.

### **Risk Related to being a Public Company**

#### ***The Company will incur significant expenses and administrative burdens as a public company, which could have an adverse effect on its business, financial condition and results of operations.***

The Company faces a significant increase in insurance, legal, accounting, administrative and other costs and expenses as a public company that the Company does not incur as a private company. The Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), including the requirements of Section 404, as well as rules and regulations subsequently implemented by the SEC, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "**Dodd-Frank Act**") and the rules and regulations promulgated and to be promulgated thereunder, the Public Company Accounting Oversight Board, the SEC and the securities exchanges, impose additional reporting

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and other obligations on public companies. Compliance with public company requirements will increase costs and make certain activities more time-consuming. A number of those requirements will require the Company to carry out activities the Company has not done previously. For example, the Company has created an audit and finance committee, adopted new internal controls and disclosure controls and procedures. In addition, additional expenses associated with SEC reporting requirements will be incurred. Furthermore, if any issues in complying with those requirements are identified (for example, if the auditors identify a material weakness or significant deficiency in the internal control over financial reporting), the Company could incur additional costs rectifying those issues, and the existence of those issues could adversely affect the Company's reputation or investor perceptions of it. Being a public company could make it more difficult or costly for the Company to obtain certain types of insurance, including director and officer liability insurance, and the Company may be forced to accept reduced policy limits and coverage with increased self-retention risk or incur substantially higher costs to obtain the same or similar coverage. Being a public company could also make it more difficult and expensive for the Company to attract and retain qualified persons to serve on the Board, board committees or as executive officers. Furthermore, if the Company is unable to satisfy its obligations as a public company, it could be subject to delisting of its ordinary shares, fines, sanctions and other regulatory action and potentially civil litigation.

The additional reporting and other obligations imposed by various rules and regulations applicable to public companies will increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities. These increased costs will require the Company to divert a significant amount of money that could otherwise be used to expand the business and achieve strategic objectives. Advocacy efforts by shareholders and third parties may also prompt additional changes in governance and reporting requirements, which could further increase costs.

***The historical financial results of the Company and unaudited pro forma financial information included elsewhere in this prospectus may not be indicative of what the Company's actual financial position or results of operations would have been if it were a public company.***

The historical financial results of the Company included in this prospectus do not reflect the financial condition, results of operations or cash flows it would have achieved as a public company during the periods presented or those that the Company will achieve in the future. The Company's financial condition and future results of operations could be materially different from amounts reflected in the Company's historical financial statements included elsewhere in this prospectus, so it may be difficult for investors to compare the Company's future results to historical results or to evaluate its relative performance or trends in its business.

As a privately held company, the Company was not required to comply with many corporate governance and financial reporting practices and policies required of a publicly traded company. As a result of the Business Combination, the Company is a public company with significant operations, and as such (and particularly after it is no longer an "emerging growth company" or "foreign private issuer"), and faces increased legal, accounting, administrative and other costs and expenses as a public company that the Company did not incur as a private company. The Sarbanes-Oxley Act, including the requirements of Section 404, as well as rules and regulations implemented by the SEC, the Public Company Accounting Oversight Board and the securities exchanges, impose additional reporting and other obligations on public companies. Compliance with public company requirements will increase costs and make certain activities more time-consuming. A number of those requirements require it to carry out activities the Company has not done previously. In addition, expenses associated with SEC reporting requirements will be incurred. If any issues in complying with those requirements are identified (for example, if the auditors identify a significant deficiency or additional material weaknesses in the internal control over financial reporting), the Company could incur additional costs to rectify those issues, and the existence of those issues could adversely affect its reputation or investor perceptions. In addition, the Company has purchased director and officer liability insurance, which has substantial additional premiums. Advocacy efforts by stockholders and third parties may also prompt additional changes in governance and reporting requirements, which could further increase costs. The additional reporting and other obligations associated with being a public company will increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities.

Similarly, the unaudited pro forma financial information in this registration statement is presented for illustrative purposes only and has been prepared based on a number of assumptions including, but not limited to, the Company being treated as the “acquiror” for financial reporting purposes in the Business Combination, the total debt obligations and the cash and cash equivalents of the Company on the date the Business Combination closes and the number of CF V Public Shares that are redeemed in connection with the Business Combination. Accordingly, such pro forma financial information may not be indicative of the Company’s future operating or financial performance and the Company’s actual financial condition and results of operations may vary materially from the pro forma results of operations and balance sheet contained elsewhere in this registration statement, including as a result of such assumptions not being accurate. See “*Unaudited Pro Forma Condensed Combined Financial Information.*”

***The ability of the Company’s management to operate the business successfully is largely dependent upon the efforts of certain key personnel of the Company. The loss of such key personnel could negatively impact the operations and financial results of the combined business.***

The ability of the Company’s management to operate the business successfully is dependent upon the efforts of certain key personnel of the Company. Although we expect key personnel to remain with the Company, there can be no assurance that they will do so. It is possible that the Company will lose some key personnel, the loss of which could negatively impact the operations and profitability of the Company. Furthermore, certain of the key personnel of the Company may be unfamiliar with the requirements of operating a company regulated by the SEC, which could cause the Company to have to expend time and resources helping them become familiar with such requirements.

***Hannover Holdings S.A. has provided notice that it may seek appraisal rights or assert claims in connection with the Business Combination.***

Hannover Holdings S.A. (“**Hannover**”) holds Class A Ordinary Shares which amount to approximately 8.3% of the issued and outstanding Ordinary Shares as of February 10, 2022. Hannover has provided notice to the Company that it dissents and seeks appraisal in connection with the Initial Merger which forms part of the Business Combination, and may possibly bring other claims arising from the Business Combination. Such notice of dissent entitles Hannover to receive payment in cash of the “fair value” for its shares under the laws of the BVI, which, could be more than, less than, or the same as the Merger Consideration. The fair value determination would exclude any appreciation or depreciation directly or indirectly induced by the Business Combination and related financing and, accordingly, although the Company’s management believes that the appraised value under BVI law would be significantly lower than the Merger Consideration, no assurances can be given as to what the appraised value as potentially determined through a statutory appraisal process in the BVI, would be as compared to the merger consideration received.

Although Hannover has asserted that it is entitled to dissenters rights on any Ordinary Shares issuable upon conversion of its Convertible Notes, at a hearing held on November 8, 2021, a BVI court ruled that Hannover is not entitled to dissenters rights with respect to shares issuable upon conversion of its Convertible Notes upon the Closing. The order reflecting the court’s ruling was issued on January 21, 2022, and Hannover has an automatic right of appeal until March 4, 2022. No assurance can be given that Hannover will not appeal the BVI court’s ruling and that any such appeal will not be successful.

Any litigation brought by Hannover in connection with the Business Combination or the appraised value of Hannover’s shares determined in connection with any appraisal, if sought by Hannover and, with respect to dissenters rights, if such judgment of the BVI court is successfully appealed, could have a material adverse effect on the Company, including its liquidity.

**A provision of our warrant agreement may make it more difficult for use to consummate an initial business combination.**

- If
- (i) the Company issues additional Class A Ordinary Shares or securities convertible into or exercisable or exchangeable for Class A Ordinary Shares for capital raising purposes in connection with the closing of its initial Business Combination at an issue price or effective issue price of less than \$9.20 per Class A Ordinary Share, with such issue price or effective issue price to be determined in good faith by the Board (and in the case of any such issuance to the Sponsor or its affiliates, without taking into account any founder shares held by such holder or affiliates, as applicable, prior to such issuance) (the “**Newly Issued Price**”);
  - (ii) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date of the consummation thereof (net of redemptions); and
  - (iii) the volume weighted average trading price of our Class A Ordinary Shares during the 20 trading day period starting on the trading day prior to the day on which the Company consummates the initial Business Combination (such price, the “**Market Value**”) is below \$9.20 per share;

then the exercise price of the warrants will be adjusted to be equal to 115% of the higher of the Market Value and the Newly Issued Price, and the \$18.00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price. This may make it more difficult for us to consummate an initial business combination with a target business.

**Risks Related to Satellogic**

***The dual class structure of the Ordinary Shares has the effect of concentrating voting control with certain shareholders of the Company and limiting its other shareholders’ ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of Class A Ordinary Shares may view as beneficial.***

Class B Ordinary Shares will have a number of votes per share to equal the number of votes controlled by the Liberty Investor, while Class A Ordinary Shares will have one (1) vote per share. Satellogic’s founder and Chief Executive Officer, Emiliano Kargieman owns 13,662,658 of our Class B Ordinary Shares, granting him 100% of the voting power of the Class B Ordinary Shares and 26.0% of the voting power of Satellogic’s Ordinary Shares. This concentrated control may have the effect of delaying, preventing or deterring a change in control of Satellogic, could deprive its shareholders of an opportunity to receive a premium for their capital stock as part of a sale of Satellogic, and might ultimately affect the market price of Class A Ordinary Shares. For information about Satellogic’s dual class structure, see the section entitled “*Description of Securities.*”

We cannot predict whether Satellogic’s dual class structure will result in a lower or more volatile market price of Class A Ordinary Shares or in adverse publicity or other adverse consequences. For example, certain index providers have announced restrictions on including companies with multiple-class share structures in certain of their indexes. S&P Dow Jones and FTSE Russell have announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500, pursuant to which companies with multiple classes of shares of common stock are excluded. In addition, several stockholder advisory firms have announced their opposition to the use of multiple class structures. As a result, Satellogic’s dual class structure may cause stockholder advisory firms to publish negative commentary about Satellogic’s corporate governance practices or otherwise seek to cause Satellogic to change its capital structure. Any such exclusion from indices or any actions or publications by stockholder advisory firms critical of Satellogic’s corporate governance practices or capital structure could adversely affect the value and trading market of Class A Ordinary Shares.

***Satellogic does not expect to declare any dividends in the foreseeable future.***

The Company does not anticipate declaring any cash dividends to holders of Ordinary Shares in the foreseeable future. Consequently, investors may need to rely on sales of their shares after price appreciation, which may never occur, as the only way to realize any future gains on their investment.

***If securities or industry analysts do not publish or cease publishing research or reports about the Company, our business, or our market, or if they change their recommendations regarding the Company's securities adversely, the price and trading volume of Satellogic's securities could decline.***

The trading market for Satellogic's securities may be influenced by the research and reports that industry or securities analysts may publish about Satellogic, our business, market or competitors. Securities and industry analysts do not currently, and may never, publish research on Satellogic. If no securities or industry analysts commence coverage of Satellogic, Satellogic's share price and trading volume would likely be negatively impacted. If any of the analysts who may cover Satellogic change their recommendation regarding Ordinary Shares adversely, or provide more favorable relative recommendations about Satellogic's competitors, the price of Ordinary Shares would likely decline. If any analyst who may cover Satellogic were to cease coverage of Satellogic or fail to regularly publish reports on it, Satellogic could lose visibility in the financial markets, which in turn could cause its share price or trading volume to decline.

***Certain holders of our Ordinary Shares may be issued additional Ordinary Shares in the event they forfeit shares and the trading price of the Ordinary Shares then meets certain earn-out thresholds. Such issuance would dilute existing holders.***

Certain of our shareholders will forfeit for cancellation Ordinary Shares in the event the Adjustment Period VWAP is less than \$10.00 (up to a maximum of 2,501,777 Ordinary Shares if the Adjustment Period VWAP is less than \$8.00), and an equal number of Ordinary Shares will be issued to certain other of our shareholders. Additionally, up to a maximum of 347,005 Additional Shares may be issued if the Adjustment Period VWAP is less than \$8.00 per share which would have a dilutive effect on our capitalization. However, in the event that a forfeiture event has occurred and, at any time during the five year period following the Closing Date, the closing price of Class A Ordinary Shares is at or above \$15.00 for ten (10) Trading Days (which need not be consecutive) over a twenty (20) Trading Day period, certain of our shareholders will then receive a number of newly issued Ordinary Shares equal to the number of shares that they had previously forfeited. Based on the closing price of our Class A Ordinary Shares on February 4, 2022, 2,848,782 Additional Shares would be issued to certain of our shareholders.

***There can be no assurance that the Class A Ordinary Shares or the Warrants will remain listed on Nasdaq, or that Satellogic will be able to comply with the continued listing standards of Nasdaq.***

If Nasdaq chooses to delist Satellogic for failure to meet the listing standards, Satellogic and its shareholders could face significant material adverse consequences including:

- a limited availability of market quotations for its securities;
- reduced liquidity for its securities;
- a determination that Class A Ordinary Shares are a "penny stock" which will require brokers trading in the Class A Ordinary Shares to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for its securities;
- a limited amount of news and analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

The National Securities Markets Improvement Act of 1996, a U.S. federal statute, prevents or preempts U.S. states from regulating the sale of certain securities, which are referred to as "covered securities." The Class A

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Ordinary Shares and Warrants are listed on Nasdaq and are therefore covered securities. Although the states are preempted from regulating the sale of Satellogic's securities, the federal statute does allow the states to investigate companies if there is a suspicion of fraud, and, if there is a finding of fraudulent activity, then the states can regulate or bar the sale of covered securities in a particular case. While Satellogic is not aware of a state, other than the State of Idaho, having used these powers to prohibit or restrict the sale of securities issued by blank check companies, certain state securities regulators view blank check companies unfavorably and might use these powers, or threaten to use these powers, to hinder the sale of securities of blank check companies in their states. Further, if Satellogic was not listed on Nasdaq, its securities would not be covered securities and it would be subject to regulation in each state in which it offers its securities.

### ***A market for Satellogic's securities may not continue, which would adversely affect the liquidity and price of Satellogic's securities.***

The price of Satellogic's securities may fluctuate significantly due to the market's reaction to the Business Combination and general market and economic conditions. An active trading market for Satellogic's securities may never develop or, if developed, it may not be sustained. In addition, the price of Satellogic's securities can vary due to general economic conditions and forecasts, Satellogic's general business condition and the release of Satellogic's financial reports. Additionally, if its securities are not listed on, or become delisted from, Nasdaq for any reason, and are quoted on the OTC Bulletin Board, an inter-dealer automated quotation system for equity securities that is not a national securities exchange, the liquidity and price of its securities may be more limited than if it were quoted or listed on Nasdaq or another national securities exchange. You may be unable to sell your securities unless a market can be established or sustained.

### ***Risks for any holders of the Public Warrants.***

Satellogic may redeem your Public Warrants prior to their exercise at a time that is disadvantageous to you, thereby significantly impairing the value of such warrants. Satellogic will have the ability to redeem outstanding Public Warrants at any time after they become exercisable and prior to their expiration, at a price of \$0.01 per warrant, provided that the closing price of the Class A Ordinary Shares equals or exceeds \$18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 Trading Days within a 30 Trading Day period ending on the third Trading Day prior to the date on which a notice of redemption is sent to the warrant holders. Satellogic will not redeem the warrants as described above unless a registration statement under the Securities Act covering the Class A Ordinary Shares issuable upon exercise of such warrants is effective and a current prospectus relating to those Class A Ordinary Shares is available throughout the 30-day redemption period. If and when the Public Warrants become redeemable by Satellogic, if Satellogic has elected to require the exercise of Public Warrants on a cashless basis, Satellogic will not redeem the warrants as described above if the issuance of Class A Ordinary Shares upon exercise of Public Warrants is not exempt from registration or qualification under applicable state securities laws or Satellogic is unable to effect such registration or qualification. Redemption of the outstanding Public Warrants could force you (i) to exercise your Public Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) to sell your Public Warrants at the then-current market price when you might otherwise wish to hold your Public Warrants, or (iii) to accept the nominal redemption price which, at the time the outstanding Public Warrants are called for redemption, is likely to be substantially less than the market value of your Public Warrants. The closing price for the Class A Ordinary Shares as of February 4, 2022 was \$5.88 and has never exceeded the \$18.00 threshold that would trigger the right to redeem the Public Warrants.

### ***The market price of the Company's securities, may decline.***

Fluctuations in the price of the Company's securities could contribute to the loss of all or part of your investment. Currently, the public market for the Company's securities is nascent. As an active market for the Company's securities develops, the trading price of the Company's securities could be volatile and subject to wide fluctuations in response to various factors, some of which are beyond the Company's control. Any of the

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factors listed below could have a material adverse effect on your investment in the Company's securities and the Company's securities may trade at prices significantly below the price you paid for them. In such circumstances, the trading price of the Company's securities may not recover and may experience a further decline.

Factors affecting the trading price of the Company's securities may include:

- actual or anticipated fluctuations in the Company's quarterly financial results or the quarterly financial results of companies perceived to be similar to it;
- changes in the market's expectations about the Company's operating results;
- success of competitors;
- the Company's operating results failing to meet the expectation of securities analysts or investors in a particular period;
- changes in financial estimates and recommendations by securities analysts concerning the Company or the industries in which the Company operates;
- operating and share price performance of other companies that investors deem comparable to the Company;
- the Company's ability to market new and enhanced products and technologies on a timely basis;
- changes in laws and regulations affecting the Company's business;
- the Company's ability to meet compliance requirements;
- commencement of, or involvement in, litigation involving the Company;
- changes in the Company's capital structure, such as future issuances of securities or the incurrence of additional debt;
- the volume of Class A Ordinary Shares available for public sale;
- any major change in the Board or management;
- sales of substantial amounts of Ordinary Shares by the Company's directors, executive officers or significant shareholders or the perception that such sales could occur; and
- general economic and political conditions such as recessions, interest rates, international currency fluctuations and acts of war or terrorism.

Broad market and industry factors may materially harm the market price of the Company's securities irrespective of the Company's operating performance. The stock market in general, and Nasdaq in particular, have experienced price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the particular companies affected. The trading prices and valuations of these stocks, and of the Company's securities, may not be predictable. A loss of investor confidence in the market for retail stocks or the stocks of other companies which investors perceive to be similar to the Company could depress the Company's share price regardless of the Company's business, prospects, financial conditions or results of operations. A decline in the market price of the Company's securities also could adversely affect the Company's ability to issue additional securities and the Company's ability to obtain additional financing in the future.

### ***Failure to maintain effective internal controls over financial reporting could have a material adverse effect on Satellogic's business, operating results and stock price.***

The standards required for a public company under Section 404(a) of the Sarbanes-Oxley Act are significantly more stringent than those previously required of Satellogic as a privately held company. Management may not be able to effectively and timely implement controls and procedures that adequately



respond to the increased regulatory compliance and reporting requirements that are now applicable to Satellogic. If Satellogic is not able to implement the additional requirements of Section 404(a) of the Sarbanes-Oxley Act in a timely manner or with adequate compliance, it may not be able to assess whether its internal controls over financial reporting are effective, which may subject it to adverse regulatory consequences and could harm investor confidence and the market price of the Class A Ordinary Shares.

Satellogic's independent registered public accounting firm is not required to report on the effectiveness of its internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002 until Satellogic's first Form 20-F following the date on which it ceases to qualify as an "emerging growth company," which may be up to five full fiscal years following the date of the first sale of common equity securities pursuant to an effective registration statement. If such evaluation were performed, control deficiencies could be identified by Satellogic's management, and those control deficiencies could also represent one or more material weaknesses. In addition, Satellogic cannot predict the outcome of this determination and whether Satellogic will need to implement remedial actions in order to implement effective control over financial reporting. If in subsequent years Satellogic is unable to assert that Satellogic's internal control over financial reporting is effective, or if Satellogic's auditors express an opinion that Satellogic's internal control over financial reporting is ineffective, Satellogic may fail to meet the future reporting obligations in a timely and reliable manner and its financial statements may contain material misstatements. Any such failure could also adversely cause Satellogic's investors to have less confidence in the accuracy and completeness of its financial reports, which could have a material adverse effect on the price of Satellogic's securities.

***Satellogic is an "emerging growth company" and, as a result of the reduced disclosure and governance requirements applicable to emerging growth companies, the Class A Ordinary Shares may be less attractive to investors.***

Satellogic is an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act, as modified by the JOBS Act, and is taking advantage of some of the exemptions from reporting requirements that are available to emerging growth companies, including not being required to comply with the auditor attestation requirements in the assessment of Satellogic's internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act.

Satellogic may take advantage of these reporting exemptions until it is no longer an emerging growth company. Satellogic will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the date of the first sale of common equity securities pursuant to an effective registration statement, (b) in which Satellogic has total annual gross revenue of at least \$1.07 billion, or (c) in which Satellogic is deemed to be a large accelerated filer, which means the market value of the Class A Ordinary Shares that is held by non-affiliates exceeds \$700 million as of the prior June 30th, and (2) the date on which Satellogic has issued more than \$1.0 billion in non-convertible debt during the prior three-year period.

Satellogic cannot predict if investors will find its ordinary shares less attractive because it will rely on the accommodations and exemptions available to emerging growth companies. If some investors find the Class A Ordinary Shares less attractive as a result, there may be a less active trading market for the Class A Ordinary Shares and Satellogic's share price may be more volatile.

#### **Risks Relating to Investment in a BVI Company and Satellogic's Status as a Foreign Private Issuer**

***Because Satellogic is incorporated under the laws of the BVI, it may be more difficult for its shareholders to protect their rights than it would if they were shareholders of a corporation incorporated in another jurisdiction.***

Satellogic is a company incorporated under the laws of BVI and the majority of its assets are located outside the United States. Furthermore, a majority of its officers reside outside the United States and a substantial portion

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of their assets are located outside the United States. As a result, investors may not be able to effect service of process within the United States upon Satellogic's directors or officers or to enforce against them in United States courts judgments predicated upon the civil liability provisions of U.S. federal securities law. Likewise, it may also be difficult for an investor to enforce in U.S. courts judgments obtained against these persons in courts located in jurisdictions outside the U.S.

Satellogic's corporate affairs are to a large extent governed by its memorandum and articles of association, the BVI Act, and the common law of BVI. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of Satellogic's directors to it under BVI law are to a large extent governed by the BVI Act and the common law of BVI. The common law of BVI is derived from English common law, and the decisions of the English courts are of persuasive authority, but are not binding on a court in BVI. The rights of Satellogic's shareholders and the fiduciary responsibilities of its directors under BVI law may not be as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, BVI has a less developed body of securities laws as compared to the United States, and some states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law.

In addition, the law of BVI permits the Board to refuse to permit a shareholder to review, copy or inspect certain documents (including the list of shareholders or directors or minutes and resolutions of shareholders) if the Board believes it would be contrary to its interests to allow review, copy or inspection. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest. Furthermore, while statutory provisions do exist in BVI law for derivative actions to be brought in certain circumstances, shareholders in BVI companies may not have standing to initiate a shareholder derivative action in a federal court of the United States. The circumstances in which any such action may be brought, and the procedures and defenses that may be available in respect to any such action, may result in the rights of shareholders of a BVI company being more limited than those of shareholders of a company organized in the United States. Accordingly, shareholders may have fewer alternatives available to them if they believe that corporate wrongdoing has occurred.

As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a U.S. company.

***Because Satellogic is incorporated under the laws of the BVI, it may be more difficult for its shareholders to enforce judgments against Satellogic than it would if they were shareholders of a corporation incorporated in another jurisdiction.***

There is no statutory recognition in the BVI of judgments obtained in the United States, although any final and conclusive monetary judgment for a definite sum obtained against Satellogic in U.S. federal or state courts would be treated by the BVI courts as a cause of action in itself and sued upon as a debt at common law so that no retrial of the issues would be necessary provided that:

- the U.S. court issuing the judgment had jurisdiction in the matter and Satellogic either submitted to such jurisdiction or was resident or carrying on business within such jurisdiction and was duly served with process;
- the judgment given by the U.S. court was not in respect of penalties, taxes, fines or similar fiscal or revenue obligations of Satellogic;
- in obtaining judgment there was no fraud on the part of the person in whose favor judgment was given or on the part of the court;
- recognition or enforcement of the judgment in the BVI would not be contrary to public policy; and
- the proceedings pursuant to which judgment was obtained were not contrary to natural justice.

BVI courts are also unlikely:

- to recognize or enforce judgments against Satellogic of courts of the United States based on certain civil liability provisions of U.S. securities laws; and
- to impose liabilities against Satellogic in original actions brought in BVI, based on certain civil liability provisions of U.S. securities laws that are penal in nature.

There are grounds upon which a BVI court may not enforce the judgments of U.S. courts and some remedies available under the laws of U.S. jurisdictions, including some remedies available under U.S. federal securities laws, may not be permitted under the BVI courts as contrary to public policy in the BVI. Furthermore, no claim may be brought in the BVI by or against Satellogic or its directors and officers in the first instance for violation of U.S. federal securities laws because these laws have no extraterritorial application under BVI law and do not have force of law in the BVI, however, a BVI court may impose civil liability, including the possibility of monetary damages, on Satellogic or its directors and officers if the facts alleged in a complaint constitute or give rise to a cause of action under BVI law.

***The rights of Satellogic's shareholders are not as extensive as those rights of shareholders of U.S. corporations.***

The rights of Satellogic's shareholders are governed by its memorandum and articles of association, as interpreted in accordance with the laws of BVI. Where any provision of any contractual arrangement between a shareholder and Satellogic or any third party is inconsistent with the provisions of Satellogic's memorandum and articles of association, the shareholder may be unable to claim certain remedies, including specific performance, for breach of such provision against Satellogic. As well, principles of BVI corporate law relating to such matters as the validity of a company's procedures, the fiduciary duties of management and the rights of a company's shareholders may differ from those that would apply if Satellogic were incorporated in a jurisdiction within the U.S. Under U.S. law, majority and controlling shareholders generally have certain "fiduciary" responsibilities to the minority shareholders. A U.S. shareholder action must be taken in good faith. Also, actions by controlling shareholders in a U.S. jurisdiction and executive compensation which are obviously unreasonable may be declared null and void. In addition, in the U.S., directors generally owe a fiduciary duty to the corporation and its shareholders, including a duty of care, pursuant to which directors must properly apprise themselves of all reasonably available information, and a duty of loyalty, pursuant to which they must protect the interests of the corporation and refrain from conduct that injures the corporation or its shareholders, that deprives the corporation or its shareholders of any profit or advantage or that allows them to take advantage of a corporate opportunity for their own benefit. Many U.S. jurisdictions have enacted various statutory provisions which permit the monetary liability of directors to be eliminated or limited. Under BVI law, liability of a director of a corporation to the corporation is primarily limited to the duties set out in the memorandum and articles of association, the BVI Act, and the common law of BVI, as well as additional liability that can arise upon the insolvency of the corporation.

Further, BVI law may not protect the interests of minority shareholders to the extent that the law in the U.S. protects minority shareholders in U.S. corporations. Satellogic's shareholders may have difficulty in protecting their interests in the face of actions by the Board and may have more limited rights than they might have as shareholders of a company incorporated in many U.S. jurisdictions.

***As a foreign private issuer, Satellogic is exempt from a number of U.S. securities laws and rules promulgated thereunder and is permitted to publicly disclose less information than U.S. public companies must. This may limit the information available to holders of the Class A Ordinary Shares.***

Satellogic qualifies as a "foreign private issuer," as defined in the SEC's rules and regulations. Consequently, Satellogic will not be subject to all of the disclosure requirements applicable to public companies organized within the United States. For example, Satellogic is exempt from certain rules under the Exchange Act that regulate disclosure obligations and procedural requirements related to the solicitation of proxies, consents or

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authorizations applicable to a security registered under the Exchange Act. In addition, Satellogic's officers and directors are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and related rules with respect to their purchases and sales of Satellogic's securities. For example, some of Satellogic's key executives may sell a significant amount of Ordinary Shares and such sales will not be required to be disclosed as promptly as public companies organized within the United States would have to disclose. Accordingly, once such sales are eventually disclosed, the price of Ordinary Shares may decline significantly. Moreover, Satellogic will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. public companies. Satellogic will also not be subject to Regulation FD under the Exchange Act, which would prohibit Satellogic from selectively disclosing material nonpublic information to certain persons without concurrently making a widespread public disclosure of such information. Accordingly, there may be less publicly available information concerning Satellogic than there is for U.S. public companies.

As a foreign private issuer, Satellogic will file an annual report on Form 20-F within four months of the close of each fiscal year ended December 31 and furnish reports on Form 6-K relating to certain material events promptly after Satellogic publicly announces these events. However, because of the above exemptions for foreign private issuers, which Satellogic intends to rely on, Satellogic's shareholders will not be afforded the same information generally available to investors holding shares in public companies that are not foreign private issuers.

***Satellogic may lose its foreign private issuer status in the future, which could result in significant additional costs and expenses. This would subject Satellogic to U.S. GAAP reporting requirements which may be difficult for it to comply with.***

As a "foreign private issuer," Satellogic is not be required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act and related rules and regulations. Under those rules, the determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to Satellogic on June 30, 2022.

In the future, Satellogic could lose its foreign private issuer status if a majority of its ordinary shares are held by residents in the United States and it fails to meet any one of the additional "business contacts" requirements. Although Satellogic intends to follow certain practices that are consistent with U.S. regulatory provisions applicable to U.S. companies, Satellogic's loss of foreign private issuer status would make such provisions mandatory. The regulatory and compliance costs to Satellogic under U.S. securities laws if it is deemed a U.S. domestic issuer may be significantly higher. If Satellogic is not a foreign private issuer, Satellogic will be required to file periodic reports and prospectuses on U.S. domestic issuer forms with the SEC, which are more detailed and extensive than the forms available to a foreign private issuer. For example, Satellogic would become subject to the Regulation FD, aimed at preventing issuers from making selective disclosures of material information. Satellogic also may be required to modify certain of its policies to comply with good governance practices associated with U.S. domestic issuers. Such conversion and modifications will involve additional costs. In addition, Satellogic may lose its ability to rely upon exemptions from certain corporate governance requirements of Nasdaq that are available to foreign private issuers. For example, the Nasdaq's corporate governance rules require listed companies to have, among other things, a majority of independent board members and independent director oversight of executive compensation, nomination of directors, and corporate governance matters. Nasdaq rules also require shareholder approval of certain share issuances, including approval of equity compensation plans. As a foreign private issuer, Satellogic is permitted to follow home country practice in lieu of the above requirements. As long as Satellogic relies on the foreign private issuer exemption to certain of Nasdaq's corporate governance standards, a majority of the directors on the Board are not required to be independent directors, its compensation committee is not required to be comprised entirely of independent directors, it will not be required to have a nominating and corporate governance committee and it is not required to obtain shareholder approval of equity incentive plans. Also, Satellogic would be required to

change its basis of accounting from IFRS as issued by the IASB to U.S. GAAP, which may be difficult and costly for it to comply with. If Satellogic loses its foreign private issuer status and fails to comply with U.S. securities laws applicable to U.S. domestic issuers, Satellogic may have to de-list from Nasdaq and could be subject to investigation by the SEC, Nasdaq and other regulators, among other materially adverse consequences.

If Satellogic elects to take advantage of these exemptions, shareholders will not have the same protections afforded to shareholders of companies that are subject to all the Nasdaq corporate governance standards.

### **Risks Related to U.S. Federal Income Taxation**

***If the Company is a passive foreign investment company for United States federal income tax purposes for any taxable year, U.S. holders of Ordinary Shares or Warrants could be subject to adverse United States federal income tax consequences.***

If the Company is or becomes a “passive foreign investment company,” or a PFIC, within the meaning of Section 1297 of the Code for any taxable year during which a U.S. holder (as defined under “*Material Tax Considerations—U.S. Federal Income Tax Considerations*”) holds Ordinary Shares or Warrants, certain adverse U.S. federal income tax consequences may apply to such U.S. holder. A non-U.S. corporation, such as the Company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year in which, after applying certain look-through rules, either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. PFIC status depends on the composition of a company’s income and assets and the fair market value of its assets from time to time, as well as on the application of complex statutory and regulatory rules that are subject to potentially varying or changing interpretations.

Within 120 days after the end of each of the Company’s taxable years for which it reasonably believes that it may be a PFIC, the Company will determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and make those statuses available to its shareholders. If the Company determines that it was, or could reasonably be deemed to have been, a PFIC for any taxable year, the Company will use commercially reasonable efforts to provide, and cause its non-U.S. subsidiaries that are PFICs to provide, U.S. holders with tax information necessary to enable a U.S. holder to make a qualified electing fund, or QEF, election with respect to the Company and its non-U.S. subsidiaries, including a PFIC Annual Information Statement. The Company’s obligation to determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and the Company’s obligation to provide tax information, will last until the later of (x) five years after the end of the Company’s current taxable year, or (y) such time as the Company has reasonably determined that it is not a PFIC for three (3) consecutive taxable years. After such period, the Company currently intends to continue to determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and to provide the necessary information described above (including a PFIC Annual Information Statement) but there can be assurance that the Company will in fact make those determinations or provide the necessary information.

If the Company is treated as a PFIC in any taxable year in which a U.S. holder holds Ordinary Shares or Warrants, the U.S. holder may be subject to adverse U.S. federal income tax consequences, such as taxation at the highest marginal ordinary income tax rates on capital gains and on certain actual or deemed distributions, interest charges on certain taxes treated as deferred, and additional reporting requirements. See “*Material Tax Considerations—U.S. Federal Income Tax Considerations—U.S. Holders—Passive Foreign Investment Company Rules.*” U.S. holders of Ordinary Shares and Warrants should consult with their tax advisors regarding the potential application of these rules.

***If a United States person is treated as owning at least 10% of the Company's shares, such person may be subject to adverse U.S. federal income tax consequences.***

If a United States person (as defined in the Code) is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of the Company's shares, such person may be treated as a "United States shareholder" with respect to the Company. If United States shareholders own more than 50% of the value or voting power of the Company's shares, then the Company will be considered a controlled foreign corporation. Additionally, as a result of complex attribution rules, a direct or indirect subsidiary of the Company may be considered a "controlled foreign corporation" and a United States shareholder of the Company may be subject to the controlled foreign corporation rules with respect to such the Company subsidiary even if the Company itself is not a controlled foreign corporation.

A United States shareholder of a controlled foreign corporation may be required to report annually and include in its U.S. taxable income its pro rata share of the controlled foreign corporation's "Subpart F income" and (in computing its "global intangible low-taxed income") "tested income" and a pro rata share of the amount of U.S. property (including certain stock in U.S. corporations and certain tangible assets located in the United States) held by the controlled foreign corporation regardless of whether such controlled foreign corporation makes any distributions. Failure to comply with these reporting obligations (or related tax payment obligations) may subject such United States shareholder to significant monetary penalties and may prevent the statute of limitations with respect to such United States shareholder's U.S. federal income tax return for the year for which reporting (or payment of tax) was due from starting. An individual that is a United States shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation.

The Company cannot provide any assurances that it will assist holders in determining whether it, or any of its non-U.S. subsidiaries, are treated as a controlled foreign corporation or whether any holder is treated as a United States shareholder with respect to any of such controlled foreign corporations or furnish to any holder information that may be necessary to comply with reporting and tax paying obligations.

## UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

### *Basis of Pro Forma Presentation*

The adjustments presented on the unaudited pro forma condensed combined financial statements have been identified and presented to provide an understanding of the Company upon consummation of the Business Combination for illustrative purposes.

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 “Amendments to Financial Disclosures about Acquired and Disposed Businesses.” The adjustments presented on the unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an understanding of the Company upon consummation of the Other Transaction Adjustments and the Business Combination.

The unaudited pro forma condensed combined financial information is for illustrative purposes only. The financial results may have been different had the companies always been combined. You should not rely on the unaudited pro forma condensed combined financial information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that the combined company will experience. Nettar and CF V have not had any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies.

The historical financial information of the Company has been adjusted by the Other Transaction Adjustments to give effect to material subsequent events for the purposes of the unaudited pro forma condensed combined financial information.

The historical financial information of CF V has been adjusted to give effect to the differences between U.S. GAAP and IFRS for the purposes of the combined pro forma financial information. No adjustments were required to convert CF V’s financial statements from U.S. GAAP to IFRS for purposes of the combined pro forma financial information, except to reclassify shares of CF V Class A Common Stock subject to redemption to non-current liabilities under IFRS. The adjustments presented in the pro forma combined financial information have been identified and presented to provide relevant information necessary for an understanding of the Company after giving effect to the Business Combination.

**UNAUDITED PRO FORMA COMBINED BALANCE SHEET AS OF JUNE 30, 2021**  
(in USD)

(amounts in USD)	As of June 30, 2021		Transaction Accounting Adjustments	Pro Forma Combined
	Nettar Group Inc. (Historical)	CF V (Historical Restated)		
<b>Assets</b>				
<b>Non-current assets</b>				
Satellites and other property and equipment	32,971,943	—	—	32,971,943
Right-of-use assets	1,245,771	—	—	1,245,771
Deferred income tax assets	271,008	—	—	271,008
Other noncurrent assets	503,790	384,996	—	888,786
Investments held in Trust Account	—	250,008,083	(250,008,083)	(1) —
<b>Total non-current assets</b>	<b>34,992,512</b>	<b>250,393,079</b>	<b>(250,008,083)</b>	<b>35,377,508</b>
<b>Current assets</b>				
Inventory	—	—	—	—
Trade and other receivables	523,170	—	—	523,170
Other current assets	1,017,626	383,813	—	1,401,439
Cash and cash equivalents	23,342,871	449,773	250,008,083	(1) 202,783,188
			(226,741,050)	(2)
			(28,063,290)	(3)
			58,167,700	(4)
			10,000,000	(4)
			150,000,000	(4)
			7,500,000	(4)
			(41,880,899)	(5)
<b>Total current assets</b>	<b>24,883,667</b>	<b>833,586</b>	<b>178,990,544</b>	<b>204,707,797</b>
<b>Total assets</b>	<b>59,876,179</b>	<b>251,226,665</b>	<b>(71,017,539)</b>	<b>240,085,305</b>
<b>Liabilities and Shareholders' Equity</b>				
<b>Non-current liabilities</b>				
Notes debt	38,594,941	—	(38,594,941)	(6) —
Interest bearing loans and borrowings	37,008,630	—	(37,008,630)	(5) —
Lease liabilities	932,392	—	—	932,392
Trade payables and other liabilities	4,660,576	—	—	4,660,576
Warrant liability	—	9,386,666	(9,386,666)	(8) —
Forward purchase securities liability	—	2,218,092	(2,218,092)	(8) —
Ordinary shares subject to redemption	—	250,000,000	(250,000,000)	(2) —
<b>Total non-current liabilities</b>	<b>81,196,539</b>	<b>261,604,758</b>	<b>(337,208,329)</b>	<b>5,592,968</b>



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(amounts in USD)	As of June 30, 2021		Transaction Accounting Adjustments	Pro Forma Combined
	Nettar Group Inc. (Historical)	CF V (Historical Restated)		
<b>Current liabilities</b>				
Notes debt and loans	120,679,601	1,040,144	(1,040,144) (3)	—
			(120,679,601) (6)	
Interest bearing loans and borrowings	20,472,177	—	(20,472,177) (6)	—
Lease liabilities	350,395	—	—	350,395
Trade payables and other liabilities	7,651,667	562,312	(562,312) (3)	7,651,667
Current tax liabilities	872,964	—	—	872,964
<b>Total current liabilities</b>	<b>150,026,804</b>	<b>1,602,456</b>	<b>(142,754,234)</b>	<b>8,875,026</b>
<b>Total liabilities</b>	<b>231,223,343</b>	<b>263,207,214</b>	<b>(479,962,563)</b>	<b>14,467,994</b>
<b>Shareholders' equity</b>				
Nettar Ordinary shares	50		(50) (6)	—
Nettar Preference shares	87		(87) (6)	—
Nettar Treasury shares	(170,949,000)		170,949,000 (9)	—
Warrants	161,432,000	—	—	161,432,000
CF V Class A common stock		60	(60) (2)	—
CF V Class B common stock		625	(625) (2)	—
Ordinary Shares			731 (2)	11,208
			582 (4)	
			125 (4)	
			206 (4)	
			79 (4)	
			2,000 (4)	
			7,486 (6)	
Additional paid-in capital	61,575,504	—	225,664,709 (4)	418,244,641
			23,258,904 (2)	
			(11,981,234) (7)	
			158,872,739 (6)	
			(170,949,000) (9)	
			9,386,666 (8)	
			2,218,092 (8)	
			3,628,126 (10)	
			4,250,212 (10)	
			14,986,545 (10)	
			97,333,378 (10)	
Other paid-in capital	7,697,670	—	—	7,697,670
Retained earnings	(231,103,475)	(11,981,234)	11,981,234 (7)	(361,768,208)
			(4,872,269) (5)	
			20,866,631 (6)	
			(26,460,834) (3)	
			(120,198,261) (10)	
<b>Total shareholders' equity</b>	<b>(171,347,164)</b>	<b>(11,980,549)</b>	<b>408,945,024</b>	<b>225,617,311</b>
<b>Total liabilities and shareholders' equity</b>	<b>59,876,179</b>	<b>251,226,665</b>	<b>(71,017,539)</b>	<b>240,085,305</b>

**Pro Forma Adjustments to the Condensed Combined Statement of Balance Sheet  
(in USD)**

The condensed combined statement of balance sheet was derived from the unaudited consolidated statement of financial position of Nettar as of June 30, 2021 and the unaudited condensed balance sheet of CF V as of June 30, 2021 (as restated).

**Transaction Accounting Adjustments to the Condensed Combined Statement of Financial Position**

- (1) To reflect the release of cash from marketable securities held in the Trust Account. The pro forma cash impact of this adjustment is directly reduced by the redemptions of CF V Public Shares for cash immediately prior to consummation of the Business Combination.
- (2) To reflect the cash used from the Trust Account to redeem CF V Public Shares immediately prior to consummation of the Business Combination, and the reclassification of remaining CF V Public Shares to permanent equity and conversion to Ordinary Shares as part of the Business Combination.
- (3) To reflect the cash payment of an aggregate of approximately \$28.1 million of estimated legal, financial advisory and other professional fees related to the Business Combination, including approximately \$1.6 million of accounts payable, accrued expenses and sponsor loan payable included in the historical CF V financial statements directly attributable to the Business Combination, an M&A advisory fee of \$5.0 million payable to CF&Co., and financial advisory fees and legal, accounting and other service provider fees of approximately \$21.5 million. The direct, incremental costs of the Business Combination related to the legal, financial advisory, accounting and other professional fees of approximately \$26.5 million is reflected as an adjustment to accumulated deficit. The cost expensed through accumulated deficit is included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020.
- (4) Reflects (i) proceeds of \$150.0 million to be received from the Liberty Investment with the corresponding issuance of the Liberty Shares (comprising 20,000,000 Class A Ordinary Shares, with a nominal value of \$0.0001, at approximately \$7.50 per share), 5,000,000 \$10.00 Liberty Shares Warrants to purchase Class A Ordinary Shares and 15,000,000 \$15.00 Liberty Warrants to purchase Class A Ordinary Shares, (ii) proceeds of \$58.2 million to be received from the PIPE Investment (with the Sponsor's Subscription Agreement accounting for approximately \$23.2 million of the PIPE Investment) with the corresponding issuance of 5,816,770 Class A Ordinary Shares, with a nominal value of \$0.0001, at approximately \$10.00 per share, and 2,500,000 PIPE Warrants, (iii) \$10,000,000 to be received from the purchase of the Forward Purchase Securities including 1,250,000 Class A Ordinary Shares and 333,333 Warrants, (iv) the issuance of an aggregate of 2,846,250 Class A Ordinary Shares to CF&Co. and CF Securities in satisfaction of \$8.75 million of business combination marketing fees and approximately \$8.19 million of placement agent fees from the PIPE Investment and Liberty Investment payable to CF&Co. and CF Securities in satisfaction of the repayment of approximately \$7.88 million of principal amount and interest on the Loans. Pursuant to the PIPE Subscription Agreements, certain PIPE Investors elected to purchase shares of CF V Class A Common Stock in the open market which offset on a one-for-one basis their commitment to purchase Class A Ordinary Shares. These PIPE Investors have agreed not to transfer such shares of CF V Class A Common Stock prior to the Closing Date, not to redeem such shares of CF V Class A Common Stock in connection with the Business Combination, and to vote such shares of CF V Class A Common Stock in favor of each Proposal.
- (5) To reflect the payoff of outstanding Columbia Loan at the Closing.
- (6) To reflect the conversion and exchange of Nettar's ordinary shares, preference shares, warrants, options, and convertible notes for Ordinary Shares as part of the Business Combination.
- (7) To reflect the elimination of CF V's accumulated deficit, which includes interest income on marketable securities held in the Trust Account, and the changes in the fair value of the warrant liability and forward purchase securities liability through retained earnings; see Notes 2 and 3 in the Transaction Accounting Adjustments to the Combined Statement of Profit or Loss.

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- (8) To reflect the recognition of the CF V Public Warrants and CF V Placement Warrants and Forward Purchase Securities as equity instruments upon consummation of the Business Combination.
- (9) To reflect the extinguishment of Nettar's historical treasury shares.
- (10) To reflect the preliminary estimated expense recognized, in accordance with IFRS 2, for the excess of the fair value of Ordinary Shares issued and the fair value of CF V's identifiable net assets as of June 30, 2021 including the net impact of redemptions, resulting in a \$120.2 million, increase to accumulated loss. The fair value of shares issued was estimated based on a market price of \$9.84 per share of CF V Class A Common Stock on January 7, 2022. The value is preliminary and will change based on fluctuations in the share price of CF V Class A Common Stock and changes in the fair value valuations for the other components listed below through the Closing Date.

	<b>Per share value</b>	<b>Shares</b>	<b>Fair value</b>
CF V Class A Common Stock (1)	\$ 9.84	2,925,895	28,790,807
CF V Class B Common Stock (1)	\$ 9.84	4,381,000	43,109,040
CF V Warrants (2)		8,866,666	9,386,666
Forward Purchase Securities (2)		1,250,000	2,218,092
PIPE Warrants (2)		2,500,000	4,250,212
Liberty Warrants (2)		20,000,000	43,554,578
Sponsor Earn-Out Shares (2)			14,986,545
Sponsor PIPE forfeiture shares (2)			206,803
Satellogic PIPE forfeiture shares (2)			(3,421,323)
Total fair value			143,081,420
Book value			22,883,159
Excess of fair value over book value			<u>120,198,261</u>

- (1) Per share value based on closing prices as of January 7, 2022 for shares of CF V Class A Common Stock (CF V).
- (2) Fair values based on various valuation techniques using management estimates and are subject to change at Closing.

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF PROFIT AND LOSS  
FOR THE SIX MONTHS ENDED JUNE 30, 2021  
(in USD)**

(amounts in USD)	Nettar Group Inc.			CF V 6/30/2021 (Historical Restated)	Transaction Accounting Adjustments	Pro Forma Combined
	6/30/2021 (Historical)	Other Transaction Adjustments	Adjusted			
<b>Continuing operations</b>						
Revenue from contracts with customers	1,706,275	—	1,706,275	—	—	1,706,275
Cost of sales	(1,250,848)	—	(1,250,848)	—	—	(1,250,848)
Other operating income	—	—	—	—	—	—
Administrative expenses	(8,680,245)	—	(8,680,245)	(866,562)	—	(9,546,807)
Depreciation	(5,126,498)	—	(5,126,498)	—	—	(5,126,498)
Other operating expenses	(8,502,173)	—	(8,502,173)	—	—	(8,502,173)
<b>Operating loss</b>	(21,853,489)	—	(21,853,489)	(866,562)	—	(22,720,051)
Finance costs, net	(5,476,371)	883,292	(5,508,942)	—	3,765,407	(1,743,535)
		(994,008)				
		783,927				
		(705,781)				
Finance income	—	—	—	8,083	(8,083)	(2)
Gain on extinguishment of debt	3,575,773	—	3,575,773	—	—	3,575,773
Change in fair value of warrant liability	—	—	—	962,560	(962,560)	(3)
Change in fair value of forward purchase securities liability	—	—	—	(2,218,092)	2,218,092	(3)
Other financial income (expense)	249,984	—	249,984	—	—	249,984
Embedded derivative income (expense)	(26,424,890)	9,967,716	(17,101,224)	—	17,101,224	(1)
		(644,050)				
<b>Income (Loss) before income tax</b>	(49,928,993)	9,291,095	(40,637,898)	(2,114,011)	22,114,080	(20,637,829)
Income tax expense	(220,206)	—	(220,206)	—	—	(220,206)
<b>Income (Loss) for the year</b>	(50,149,199)	9,291,095	(40,858,104)	(2,114,011)	22,114,080	(20,858,035)
Weighted average shares outstanding basic and diluted	4,985,434	—	4,985,434	27,324,033	—	112,078,734
Basic and diluted net (loss) income per share	(10.06)	—	(8.20)	(0.08)	—	(0.19)

**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF PROFIT AND LOSS  
FOR THE YEAR ENDED DECEMBER 31, 2020  
(in USD)**

(amounts in USD)	Nettar Group Inc.			CF V 12/31/2020 (Historical)	Transaction Accounting Adjustments	Pro Forma Combined
	12/31/2020 (Historical)	Other Transaction Adjustments	Adjusted			
<b>Continuing operations</b>						
Revenue from contracts with customers	—	—	—	—	—	—
Cost of sales	—	—	—	—	—	—
Other operating income	22,394	—	22,394	—	—	22,394
Administrative expenses	(8,127,496)	—	(8,127,496)	(505)	(26,460,834)	(34,588,835)
Depreciation	(3,182,011)	—	(3,182,011)	—	—	(3,182,011)
Other operating expenses	(11,376,667)	—	(11,376,667)	—	(120,198,261)	(131,574,928)
<b>Operating loss</b>	<b>(22,663,780)</b>	<b>—</b>	<b>(22,663,780)</b>	<b>(505)</b>	<b>(146,659,095)</b>	<b>(169,323,380)</b>
Finance costs, net	(7,565,781)	1,126,527	(9,866,967)	—	6,338,996	(3,527,971)
		(2,004,452)	(1,423,261)			
Finance income	78,570	—	78,570	—	—	78,570
Change in fair value of warrant liability	—	—	—	—	—	—
Change in fair value of forward purchase securities liability	—	—	—	—	—	—
Other financial income (expense)	596,628	—	596,628	—	—	596,628
Embedded derivative income (expense)	(84,223,586)	10,611,372(a)	(73,612,214)	—	73,612,214	(1)
<b>Income (Loss) before income tax</b>	<b>(113,777,949)</b>	<b>8,310,186</b>	<b>(105,467,763)</b>	<b>(505)</b>	<b>(66,707,885)</b>	<b>(172,176,153)</b>
Income tax expense	(147,866)	—	(147,866)	—	—	(147,866)
<b>Income (Loss) for the year</b>	<b>(113,925,815)</b>	<b>8,310,186</b>	<b>(105,615,629)</b>	<b>(505)</b>	<b>(66,707,885)</b>	<b>(172,324,019)</b>
Weighted average shares outstanding basic and diluted	4,853,668		4,853,668	6,250,000		112,078,734
Basic and diluted net (loss) income per share	(23.47)		(21.76)	(0.00)		(1.54)

Nettar's statement of profit and loss for the six months ended June 30, 2021 was derived from the unaudited consolidated statement of profit and loss for the six months ended June 30, 2021. Nettar's statement of profit and loss for the year ended December 31, 2020 was derived from the audited consolidated statements of profit and loss for the year ended December 31, 2020. CF V's statement of operations for the six months ended June 30, 2021 was derived from the unaudited condensed statements of operations for the six months ended June 30, 2021 (as restated). CF V's statement of operations for year ended December 31, 2020 was derived from the audited statement of operations for the period from January 23, 2020 (inception) to December 31, 2020.

**Other Transaction Adjustments to Nettar's Historical Statement of Profit or Loss**

- (a) To reflect the elimination of the interest and change in fair value of the Convertible Notes from the historical statement of profit or loss, and the addition of interest expense and other operating income on the new debt related to the Debt and Share Exchange to give pro forma effect as if it had occurred as of January 1, 2020.

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- (b) To reflect the elimination of the interest and the change in fair value of the issuance of Company Series X Preference Shares, and the addition of interest expense to give pro forma effect as if it had occurred as of January 1, 2020.

**Transaction Accounting Adjustments to the Combined Statement of Profit or Loss**

- (1) To reflect the elimination of the notes debt and associated changes in fair value of the embedded derivative to give pro forma effect as if the conversion of Convertible Notes to Ordinary Shares had occurred as of January 1, 2020.
- (2) To reflect the elimination of interest income on marketable securities held in the Trust Account.
- (3) To reflect the elimination of the change in the fair value of the derivative warrant liability and forward purchase security liability as a result of the recognition of CF V Public Warrants and CF Placement Warrants and Forward Purchase Securities as equity instruments upon consummation of the Business Combination.
- (4) To reflect the direct, incremental costs of the Business Combination related to the legal, financial advisory, accounting and other professional fees.
- (5) To reflect the preliminary estimated expense recognized, in accordance with IFRS 2, for the excess of the fair value of Ordinary Shares issued and the fair value of CF V's identifiable net assets as of June 30, 2021; refer to note 10 in the Transaction Accounting Adjustments to the Condensed Combined Statement of Financial Position.

## **USE OF PROCEEDS**

We will receive up to an aggregate of \$396,222,362.57 if all of the Warrants are exercised to the extent such Warrants are exercised for cash. We expect to use the net proceeds from the exercise of the Warrants for general corporate purposes. We will not receive any proceeds from the sale of the Ordinary Shares to be offered by the Selling Securityholders.

## **DIVIDEND POLICY**

The Company has never declared or paid any cash dividends and has no plan to declare or pay any dividends on Class A Ordinary Shares in the foreseeable future. The Company currently intends to retain any earnings for future operations and expansion.

## CAPITALIZATION

The following table sets out our consolidated capitalization and indebtedness as of June 30, 2021. The information below should be read together with the information under “Unaudited Pro Forma Combined Financial Information” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

## UNAUDITED PRO FORMA COMBINED BALANCE SHEET (in USD)

(amounts in USD)	As of June 30, 2021
	<b>Pro Forma Combined</b>
<b>Assets</b>	
Current assets	
Cash and cash equivalents	202,783,188
Other current assets	1,924,609
Total current assets	204,707,797
Total non-current assets	35,377,508
Total assets	<b>240,085,305</b>
<b>Liabilities and Shareholders’ Equity</b>	
Total non-current liabilities	5,592,968
Total current liabilities	8,875,026
Total liabilities	<b>14,467,994</b>
<b>Shareholders’ equity</b>	
Nettar Ordinary shares	—
Nettar Preference shares	—
Nettar Treasury shares	—
Warrants	161,432,000
CF V Class A common stock	—
CF V Class B common stock	—
Ordinary Shares	11,208
Additional paid-in capital	418,244,641
Other paid-in capital	7,697,670
Retained earnings	(361,768,208)
<b>Total shareholders’ equity</b>	<b>225,617,311</b>
<b>Total liabilities and shareholders’ equity</b>	<b>240,085,305</b>

The foregoing pro forma financial figures do not reflect the increase in redemptions of an aggregate of 469,541 shares of CF V Class A Common Stock on the Extended Redemption Date (as defined below) which brought the total aggregate redemptions of CF V Class A Common Stock from 22,674,105 to 23,143,646.

Prior to the Closing, on December 6, 2021, in connection with the expected vote to approve the Business Combination Proposal at CF V’s Special Meeting, certain shareholders of CF V exercised their right to redeem 22,674,105 shares of CF V Class A Common Stock for cash at a redemption price of approximately \$10.00 per share, for an aggregate redemption amount of approximately \$226.7 million (the “Original Redemption Amount”).

In connection with the entry into the Liberty Investment, the CF V Board determined to give the CF V public stockholders that hold shares of CF V Class A Common Stock and did not previously exercise their right to have their shares of CF V Class A Common Stock redeemed, a further opportunity to exercise their redemption rights prior to the January 24, 2022 Special Meeting (the “Extended Redemption Date”). In



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connection with the Extended Redemption Date, certain shareholders of CF V exercised their right to redeem 469,541 shares of CF V Class A Common Stock for cash at a redemption price of approximately \$10.00 per share, for an aggregate redemption amount, together with the Original Redemption Amount of approximately \$231.4 million.

In connection with the Closing of the Business Combination, Nettar (i) repaid all principal and interest due under the Loan and Security Agreement, dated as of March 8, 2021, by and between the Company and Columbia River Investment Limited and (ii) issued 788,021 shares to CF Securities in repayment of all amounts due under the Initial Loan.

## BUSINESS

*References in this section to “we”, “our”, “us”, the “Company”, or “Satellogic” generally refer to Nettar Group Inc. (d/b/a Satellogic) before consummation of the Business Combination and the Company after consummation of the Business Combination.*

### Company Overview

The Company’s predecessor, Nettar, was founded in 2010 to help solve some of the greatest challenges of our time: resource utilization and distribution by providing its customers with access to a continually refreshed source of global, high-quality data that is critical to better inform decision-making aimed at addressing these challenges.

We are the first vertically integrated geospatial analytics company, and we are building the first scalable, fully automated earth observation (“EO”) platform with the ability, when scaled, to remap the entire planet at both high-frequency and high-resolution, providing accessible and affordable solutions for our customers. We plan to democratize access to geospatial data by providing planetary insights at what we believe to be the lowest cost in the industry, ultimately driving better decision-making across a broad range of industries including agriculture, forestry, energy, financial services, and cartography.

We have created a highly scalable, vertically integrated and competitive operating model. We design the core components that go into creating and manufacturing our satellites to be mission specific. We manufacture many of our components, but we also partner with third parties to manufacture certain other components to our design specifications. We then assemble, integrate and test the components and satellites in our facilities. This vertical integration provides a significant cost advantage, enabling us to produce and launch satellites for less than one-tenth the cost of our competitors on average. Additionally, we own all our key intellectual property, and our patented technology allows us to capture approximately 10 times more imagery than our competitors on average. Taken together, we are achieving over 60 times better unit economics than our closest peers in the NewSpace sector and more than 100 times better unit economics than legacy competitors. We believe that our unit economics will unlock an estimated \$140 billion TAM opportunity for EO commercial applications that we are positioned to serve. Additionally, we are well-positioned to effectively compete in the existing EO market that is currently supply-constrained and consists primarily of government and defense and intelligence customers.

With more than a decade of experience, we have a proven technology and a track record of delivering satellites to orbit. Currently, we have 17 commercial satellites in orbit, all of which are presently delivering high-resolution data to our customers. Today, our constellation is capable of collecting approximately 5 million square kilometers of data daily. We plan to expand our constellation of satellites to 202 by 2025 and we anticipate reaching weekly remaps of the planet by 2023 and daily remaps in 2025.

### Market Overview

Existing terrestrial methods and high-resolution satellites utilized for obtaining EO imagery have several critical shortcomings and have had limited commercial applicability to date. The manner in which actionable data is collected is extremely inefficient. Whether by helicopters, drones, planes, Internet of Things (“IoT”) sensor networks, or what we most commonly do, the boots-on-the-ground, data collection today is extremely inefficient and very costly and not scalable.

Satellites in low earth orbit (“LEO”) are, in fact, particularly well-positioned to collect data over the surface of the earth. A satellite will orbit the planet every ninety minutes, and the earth is spinning under it, so a single satellite will eventually remap the entire surface of the earth—adding a constellation of these satellites increases the frequency of remaps.

The existing high-resolution EO satellites, our legacy competitors, are not well-suited to do this because the technology they are utilizing is simply too expensive and the economic use case, we believe, is not viable for

broad, commercial application. Our legacy competitors must task their satellites for specific customer demands and price the imagery relative to the cost of the underlying satellite, which is quite expensive. This is why the existing EO market is relatively small and generally limited to governments and defense and intelligence customers that can afford to pay the price charged by our competitors.

We operate in the NewSpace sector, which refers to the increased commercialization and privatization of the space sector. There are a few NewSpace companies trying to build satellites for imaging at a lower cost, but they essentially fall into two categories. They either do not have sufficient resolution or they are forced to effectively trade resolution for capacity. Either way, they are limited in terms of image capture and thereby unable to remap the entire surface of the earth at high resolution with unit economics that are competitive with our own. We have solved these problems through technology innovation and vertical integration.

We plan to leverage our superior unit economics and put enough satellites in orbit to remap the entire surface of the earth in high-resolution on a daily basis and, in doing so, we expect to completely reshape the business model for high resolution EO as well as a number of adjacent or alternative technologies being utilized today that are considerably less efficient (e.g., drones, helicopters, planes, etc.). By remapping the entire world every day, we will be able to deliver our data to customers at near zero marginal cost. This will effectively allow us to price our data based upon the value we create in each customer's value chain as opposed to the current model whereby the pricing is inextricably linked to the high cost of the satellite. This is what we believe will allow us to expand the market for high resolution EO and tap into an estimated \$140 billion market opportunity.

### **Competitive Advantage**

We believe that we are well-positioned to compete with legacy satellite providers and NewSpace geospatial data providers. Key elements of our competitive advantages include the following:

- **Superior Unit Economics.** With estimated 60 to 100 times better unit economics than our competitors, we plan to put enough satellites in orbit to collect data over the entire surface of the planet continuously (with daily remaps) and deliver this data to customers at near zero marginal costs. By delivering data to customers at near zero marginal cost, we expect to be able to price our services based on the value that we create for our customers within their value chain and not on the cost of data acquisition (e.g., satellite cost, launch, etc.). This is a critical element of our business model and what we believe to be a paradigm shift in high resolution EO imagery that is made possible by our superior unit economics.
- **Superior design and technology.** The principal challenge associated with collecting well-exposed, high-resolution imagery from orbit is that the satellite is moving at 27,000 kilometers per hour (or 7 kilometers per second). Legacy satellite operators have solved this problem by using a telescope with a very large aperture that allows them to collect well-exposed images that have no blur. These satellites are extremely expensive to build and launch. Conversely, our NewSpace competitors attempt to solve this problem with a small platform relying on a series of methods that will ultimately drive a trade-off between the resolution achieved and the capture capability. This is why our NewSpace competitors are only able to capture approximately one-tenth of data per day per satellite in comparison to our satellites. Our solution to this problem is centered around our patented and unique camera design that utilizes adaptive optics allowing us to collect approximately 10 times more data from orbit than any of our competitors using a very small aperture. Today, each of our satellites in orbit is capable of capturing over 300,000 square kilometers of data per day. Additionally, our camera design has afforded us the ability to create a compact satellite design resulting in 3 times lower mass and lower launch costs.
- **Vertically integrated.** The Company is a vertically integrated company and we design our satellites and all of their subsystems, including onboard computers, propulsion system, telescopes, cameras, radios, sensors and actuators. The Company manufactures many of our components, but we also partner with third parties to manufacture certain other components to our design specifications. We then assemble,

integrate and test the components and satellites in our facilities. By designing every core component with our specific mission in mind (as compared to sourcing non-mission specific components built for a wide range of applications as our competitors do), we lower the cost of our materials by a factor of 10x. Our cost to deploy a high resolution imaging satellite in orbit today, including launch costs, is approximately \$1 million compared to our NewSpace competitors' average cost of approximately \$10 million with an average of 10x less capacity.

- **High frequency remaps.** We anticipate reaching weekly remaps of the planet by 2023 and daily remaps in 2025 with our full constellation. When we reach weekly remaps, we expect to control approximately 80% of the global supply of high-resolution imagery in the market at near zero marginal cost, effectively consolidating supply, which will allow us to also consolidate demand on our platform. We believe this will create a significant disincentive for any competitor to build infrastructure to do the same. In addition, we believe that the archive of everything that is happening on the planet on a daily basis, in high resolution, will allow us, our partners and customers to train better AI algorithms. By doing so, we expect to serve customers on a larger scale which will allow for the improvement of these algorithms at a faster pace, thereby creating a network effect on the accumulation of archived data that we plan to build in our catalog.

We believe that these characteristics—the near zero marginal cost for data distribution, the consolidation of demand on the network and the network effects on the accumulation of data in our catalog—will uniquely position us to capitalize on the significant TAM opportunities.

### **Growth Strategies**

We plan to democratize access to geospatial data by providing planetary insights at what we believe to be the lowest cost in the industry, which we expect will ultimately drive better decision-making across a broad range of industries. Our growth strategy is driven by the following objectives:

- Leverage the existing government and defense and intelligence market to help finance the constellation build-out.
- Expand the high resolution EO market and democratize access to data for the commercial market.
- Continue investment in R&D to innovate product offerings and satellite re-design.
- Leverage our modular satellite design, multiple-payload systems, scaled manufacturing and satellite operations to deliver novel data streams and services from orbit.
- Execute strategic acquisitions and partnerships related to new, complimentary, or adjacent technologies as well as continued vertical integration within our existing supply chain.

Today, we have two unique and complementary products. We are currently dependent on a single large commercial contract, in addition to a small number of other customers, for its revenues. In the near term, we intend to derive substantially all our revenue from providing geospatial intelligence, imagery and related data analytic products and services to governments and, in the longer-term, intend to expand our operations to serve commercial customers in a variety of markets and industries.

#### *Existing high-resolution EO market (Government and Defense and Intelligence)*

Acquiring government and defense and intelligence contracts is part of our growth strategy. The existing high-resolution EO market is predominantly government and defense and intelligence customers. We can serve these customers today with our 17 satellites currently in orbit which have been brought online since November 2020. The existing high-resolution EO market is supply-limited as a consequence of global capacity constraints and increasing demand. As a result, we have been successful in building a pipeline of over \$2 billion for this market. We consider our pipeline to be contracts which are in negotiations or early discussions, and we can offer

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no assurances that such negotiations or discussions will result in a signed contract or any revenue. These customers tend to buy through large, multi-year contracts and typically through a multi-step, outbound sales cycle.

We believe that most of these customers are interested in data that can be delivered with low latency and very high quality, which we are well-positioned to deliver.

The Company is approaching this market through direct sales as well as a network of distributors and partnerships in strategic regions across the globe. While we expect this market will reflect the majority of our revenue for the next 2-3 years and provide operational cash flow to assist in financing our constellation, we expect that our commercial platform will ultimately be significantly larger as we scale up our constellation due simply to its larger TAM.

*Commercial Platform*

Our second product is our commercial platform, which we expect will take full advantage of our constellation’s ability to capture high-resolution imagery at near zero marginal cost and build a catalog of the entire planet beginning with monthly remaps as done currently and moving towards weekly remaps in 2023 and daily remaps in 2025. This is a Software as a Service (“SaaS”) platform through which we plan to offer customers the ability to purchase imagery and data analytics specific to their vertical market (e.g., agriculture, forestry, energy, financial services, cartography, etc.). We expect our SaaS economics will allow us to charge customers according to the value our data provides within each customer’s value chain, whether that’s a multi-billion-dollar energy company or a farmer in the Midwestern region of the United States. We expect this platform will allow us to expand the current addressable market for high-resolution EO data and unlock a significant TAM opportunity. As our business develops and governmental and defense and intelligence customers become a smaller percentage of our customer base, we expect the commercial platform will be the majority of our revenue by 2025 and grow to 80-90% of our business in the long term.

The Company has conducted a number of pilot trials that we believe validate our solutions in a variety of verticals, including agriculture, forestry, energy and infrastructure. These pilots demonstrated that (1) our solutions can successfully replace other sources of data being provided by airplanes, drones, helicopters, IoT sensor networks, etc. and (2) these customers are willing to purchase at an attractive price point for our solutions. We have used this information from these pilot trials to identify an immediately addressable market which we believe will be approximately \$40 billion in size once we reach weekly remaps.

	ENERGY		AGRICULTURE	FORESTRY	INFRASTRUC-
APPLICATION	Oil Pipeline Monitoring	Oil Field Monitoring	Precision Farming / Food supply chain	Forestry - tree count	Infrastructure planning for renewable energy projects
OVERVIEW	<ul style="list-style-type: none"> <li>Major O&amp;G company needed to monitor ~3,000km of pipelines</li> <li>Monitoring by air biweekly at cost ~\$1,200/km</li> </ul>	<ul style="list-style-type: none"> <li>Major O&amp;G company needed to monitor asset inventory</li> </ul>	<ul style="list-style-type: none"> <li>Large agriculture company needed to survey ~50k hectares of crops to determine growth, yield levels and time harvesting</li> </ul>	<ul style="list-style-type: none"> <li>Paper producer needed to map tree cuts and evolution of new plantings</li> </ul>	<ul style="list-style-type: none"> <li>Solar and wind producer needed to survey locations based on floor risk and quality of infrastructure</li> </ul>
OUTCOME	<ul style="list-style-type: none"> <li>Using satellites and machine learning, Satellogic demonstrated similar detection capabilities at costs of less than \$100/km</li> </ul>	<ul style="list-style-type: none"> <li>Satellogic pilot demonstrated that its machine learning technology could successfully detect changes</li> </ul>	<ul style="list-style-type: none"> <li>Satellogic pilot demonstrated high detection capacity and ability to provide additional value-added layers of insight including accurate detection of ripeness and automated estimation of crop growth with ~95% precision</li> </ul>	<ul style="list-style-type: none"> <li>Satellogic demonstrated that its machine learning technologies could deliver the required insights at fraction of the cost</li> </ul>	<ul style="list-style-type: none"> <li>Satellogic's machine learning technologies in combination with its satellites demonstrated their ability to give insights on flood zoning, relative water depths, flows and terrain mapping</li> </ul>
TAM <sup>1</sup>	\$10bn	\$10-12bn	\$10-12bn	\$2bn	\$4bn

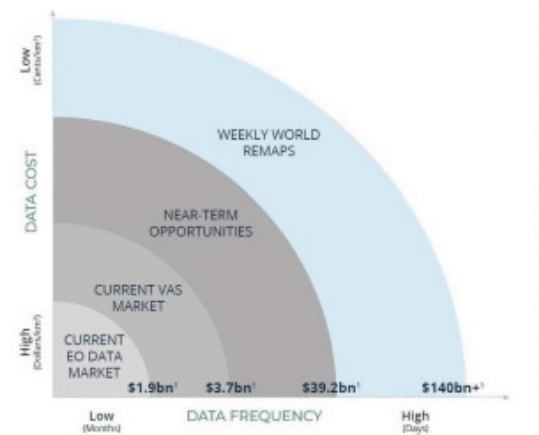
<sup>1</sup> Source: Euroconsult

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Use cases for this immediately addressable market might include:

- Monitoring hydroelectric plants in high frequency to build predictive models of energy output as well as drainage in the reservoir from the surrounding basin
- Oil field and pipeline monitoring
- Precision agriculture
- Supply chain management (agriculture)
- Tree counting (forestry)
- Crop management (agriculture & forestry)
- Planning for renewable energy projects
- Precise estimation of commodities output
  - Yield prediction and harvesting (agriculture & forestry)
  - Energy output
  - Mineral output
- Geospatial risk modeling (e.g., flood, drought, fire, environmental)
- Real time impact assessment, disaster management and claims estimation (e.g., storm damage, earthquakes, forest fires, oil spills, etc.)
- Real time planetary health
  - Sea level, temperature and acidity
  - Fractures in polar ice caps
  - Global temperature
  - Water distribution
- Illegal activities (e.g., deforestation, mining, poaching, smuggling, etc.)

The \$140 billion TAM that we have identified is comprised of the following:



<sup>1</sup> Source: Earthstar  
<sup>2</sup> Correlates infrastructure monitoring and Telecom & Utilities  
<sup>3</sup> Correlates cartography into infrastructure categories  
<sup>4</sup> Represents the market for Dedicated Satellite Services (DSS)

INDUSTRY	APPLICATIONS	TAM
INFRASTRUCTURE	Roads and Bridges, Trains, Ports, and Airports, Dams, Power Plants	~\$16 - 18bn <sup>1,2</sup>
ENERGY	O&G, Utility Networks, Alternatives, Security, Planning and Monitoring	~\$38 - 50bn <sup>1</sup>
NATURAL RESOURCES	Deforestation, Pollution, Water Quality, Climate Change	~\$6bn <sup>1</sup>
FOOD SECURITY & SUSTAINABILITY	Agriculture, Aquaculture, Livestock, Food Security	~\$30bn <sup>1</sup>
CARTOGRAPHY / URBAN PATTERNS	Autonomous Vehicles, Cadastral and Contextual Information, Zero-day, Maps	~\$55 - 65bn <sup>3</sup>
POLICY & GOVERNMENT	Border and Maritime Security, Planning, Taxation, Disaster Response, National Local City	~\$1bn <sup>4</sup>

**New Applications, New Customers, Near Zero Marginal Cost**

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We believe the key to unlocking this TAM lies in the ability to monitor the planet at both high resolution and high frequency *and* deliver this data to customers at the right price. Overall, this is how we see the market growing as we increase the frequency of data that once scaled, we expect to deliver at near zero marginal costs.

We plan to deliver our commercial data through our self-service platform through a subscription that reflects the end use of the data (vertical) and the geographic location, bundling analytics-ready data with vertical-specific semantic layers to enable quick integration of the data into our customers' and partners' processes, enabling fast adoption. We believe this strategy will allow customers to quickly advance their own geospatial analytics capacity by leveraging a productized version of our data layers and data platform. Beyond raw imagery data and other sources of data that we can collect from our satellites, we are building a catalog of geospatial layers from other sources, and processing and augmenting all of these to produce a growing set of derived layers, with increasing complexity and value-add, that are made available as data-services to our customers. We have developed our own internal data analytics platform which allows us, our partners and customers to prototype and iterate on geospatial models trained on our unique datasets, and then quickly roll out results into production systems. We intend to productize this platform and allow clients to use it to address their needs on their own.

Target commercial customers for our data are companies with their own internal geospatial analytics needs and capabilities as well as value-added service providers serving corporate and government customers worldwide. Subscriptions to the platform will be driven by the demand for our unique data set. We plan to combine direct sales efforts to large customers in target verticals with partnerships with geospatial service providers and imagery data distributors to reach the long tail of geospatial data and analytics consumers. We expect that as our constellation grows and affordable high-resolution imagery and its derivatives become more frequent, new applications and markets will be created.

Driven by our unique, sub-meter resolution, we believe our data sets when scaled will cover up to 80% of the requirements of our target markets, and we expect our commercial platform to become the industry standard for consuming and implementing geospatial analysis, which will give us the leverage to consolidate an increasing number of data sources from third-parties (e.g., satellites, drones, IoT data, etc.) and our own data generation efforts (from multi-spectral imagery to hyperspectral imagery to spectrum monitoring and data collection).

## **Operations**

### ***Overview***

We believe that vertical integration across design, manufacturing and operations produces efficiencies up and down the value chain, which allows us to reduce intermediary costs, control quality and scale up more quickly.



- *Design through launch*
  - Fast iteration between product innovation, production and launch
  - Owning the design to manufacturing helps eliminate third-party cost
- *In-orbit operations*
  - Own and control data capture of the earth’s surface
  - Utilize third-party ground station infrastructure to reduce costs
- *Imagery & Solutions commercialization*
  - Capture and own high-resolution total earth imagery. Unconstrained use of imagery
  - Use internal data science capabilities to transform images into insights

**Facilities**

We operate out of our headquarters in a free trade zone, Zonamerica, in Montevideo, Uruguay, which consists of approximately 2,400 square feet of office space and an approximately 5,700 square foot manufacturing pilot plant, which has a maximum annual production capacity of approximately 24 satellites. Each of our 17 satellites in orbit today were manufactured, assembled, integrated and tested in this facility. These facilities are leased pursuant to multi-year lease agreements the terms of which are scheduled to expire in October 2025. We are currently in the process of establishing a high throughput plant, which will be in the Netherlands and capable of manufacturing at least 100 satellites annually. We believe that locating our new plant in the Netherlands has a variety of strategic advantages, including availability of skilled workforce and proximity to customers and suppliers. We expect our high throughput plant will be operational by the end of 2022.

In addition, we maintain an additional approximately 1,426,000 square feet of aggregate space dedicated to administrative, sales, mission and operations, engineering and development, and research functions in Buenos



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Aires, Argentina (mission and operations), Córdoba, Argentina (mission and operations), Barcelona, Spain (mission and operations), Tel Aviv, Israel (mission and operations, engineering and development), Beijing, China (sales), and Charlotte, North Carolina, U.S. (finance).

### ***Sales and Marketing***

To date, our sales teams have focused on governmental defense and intelligence customer opportunities. Since developing and launching 13 of our satellites during 2020, we have significantly accelerated our sales and marketing efforts to government defense and intelligence agencies, emphasizing both U.S. allies and direct U.S. opportunities. We plan to expand our marketing efforts to increase demand for our products and services and awareness of our brand and grow our sales team to respond to our anticipated growth and our future target commercial platform customers.

To better serve the government and defense and intelligence vertical, we plan to continue to grow our direct, outbound, outside and inside sales teams, while continuing to develop our tasking and delivery web-based platform to support distributors, up-sales and increased pricing and capacity transparency in the market.

As our capacity in orbit increases, we plan to launch a full self-serve platform and start complementing our direct and partner sales with SaaS growth strategies, generating and driving customer leads directly to the platform and launching our subscription business.

### ***Customers***

In the near term, we intend to derive substantially all our revenue from providing geospatial intelligence, imagery and related data analytic products and services to governments and, in the longer-term, intend to expand our operations to serve commercial customers in a variety of markets and industries.

We are currently dependent on two large commercial contracts in addition to a small number of other customers, for our revenue. Our two large commercial contracts are with ABDAS, a data science company in China, and Palantir Technologies, a software company in the U.S.

Pursuant to a multi-year arrangement with ABDAS, we agreed to provide geospatial imagery services over territories in China and access to our satellites in exchange for an aggregate cash fee of approximately \$38.2 million, a portion of which (approximately \$6.3 million) is payable in installments over several years based on the achievement of specified milestones and the remainder (approximately \$31.9 million) is payable in quarterly amounts of \$796,590 over a period of 10 years following April 1, 2021. These fees are payable to the Company regardless of the level of services that are utilized by ABDAS. If the services provided by us under the agreement exceed certain agreed service caps, then ABDAS will be required to pay additional amounts for those incremental services. The agreement also requires ABDAS to provide us with access to a facility in China to be used for future assembly, integration and testing of our satellites. Other than in the case of breach or action that materially prejudices the interests of a party, the agreement may not be terminated by any party to the agreement.

Pursuant to a noncancellable, 5-year agreement with Palantir Technologies, we will provide \$4 million per year of multispectral, hyperspectral, full-motion video and private delivery uplift products in exchange for a software license to access Palantir Technologies' Foundry Platform. The access to the platform will be granted to us regardless of the level of products ordered by Palantir Technologies.

### ***Supply Chain***

We design the systems, subsystems and core components and technologies that go into creating and manufacturing our satellites. We manufacture many of our components, but we also partner with third parties to

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manufacture certain other components to our design specifications. We then assemble, integrate and test the components and satellites in our facilities. We have a global supply chain of upstream and downstream partners including manufacturers, suppliers and launch providers from a number of countries including the U.S.

### **Launch Providers**

With respect to launch providers, we are generally agnostic, and our partner selection process typically revolves around availability and cost. On January 5, 2021, we signed a Multiple Launch Agreement (“MLA”) with Space Explorations Technologies Corp. (“SpaceX”), our preferred rideshare launch provider, and we expect to continue our launch program with them for the foreseeable future. Our current MLA with SpaceX runs through July 30, 2022 and contemplates four rideshare launch services, including the grant to SpaceX of a right of first refusal for substantially similar missions scheduled to be launched before the end date.

For every launch, a joint launch campaign is performed at the launch provider’s facility that includes our team, the launch service provider and, in some cases, a third-party separation system supplier. We provide all the necessary equipment and personnel to test and prepare the satellites for launch while the launch service provider and, if applicable, the third-party separation systems supplier, provide the necessary machinery and personnel to integrate the satellites into the launch vehicle. Once these joint operations are complete, the launch service supplier executes the launch and delivers the satellites into the desired orbit, and we begin the regular, in-orbit operations.

### **Ground Station and Cloud Storage Infrastructure**

We primarily utilize third parties today for ground station, processing, and storage infrastructure. As our business grows, we will continue to monitor the advantages and disadvantages of our outsourced model and may decide to vertically integrate one or more of these functions in the future.

### **Satellites and Technology**

We are a vertically integrated company that designs, manufactures, integrates and operates our own high-resolution imaging satellites, and the image processing pipeline necessary to deliver data-as-a-service to our customers, including images and value-added layers of semantic data. We have innovative technology in every segment of our vertical integration: satellite components, satellite subsystems, satellite systems design, satellite integration and testing, satellite operations, image processing and data delivery.

Our approach towards component selection and design includes the extensive use of commercial off-the-shelf components (“COTS”) and modified-COTS, proprietary component selection and screening methods, and the systematic replacement of expensive hardware using smarter software.

Our unique camera design uses a closed-loop stabilization system and adaptive optics to enable continuous collection of high-resolution imagery from a small-telescope aperture. This patented design is one of the cornerstones of our unit-economics differentiation, allowing us to collect over 10 times more data than any other small-satellite design, and giving us great flexibility to operate our satellites under varying conditions of lighting, altitude and platform stability.

To protect our proprietary rights and technology, we rely on a combination of patents, trademarks and trade secret laws, and confidentiality agreements and license agreements with consultants, vendors and customers. As of the date of this registration statement, we have 19 patents issued, two utility models and 46 patents pending in 10 jurisdictions. We continue to invest in R&D to design, manufacture and fly new technology to orbit in every new satellite we launch, and we complete every new satellite design on a full design cycle of nine months. We drive technology R&D with the goal of maintaining our high-resolution imaging satellites in a Moore’s law equivalent curve: roughly doubling capacity every 18 months at the same price point.

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As of the date of this registration statement, our satellite constellation consists of 17 NewSat satellites in orbit, 16 of which are operational. With a mass of only 38.5 kilograms, a production cost of less than \$1 million (approximately \$1 million including launch costs), a daily imaging production capacity of over 300,000 kilometers and carrying a multispectral camera with 1 meter resolution and a hyperspectral camera at 30 meter resolution, and combined with our patented technology, we believe that our latest satellite model, the NewSat Mark-IV, is superior to those of our competitors in terms of unit economics, capacity and cost. We plan to expand our constellation of satellites to 202 by 2025.

The following table provides additional information about our current satellite constellation:

SATELLITE NAME	SATELLITE GENERATION	LAUNCH DATE	PAYLOADS*	STATUS	USEFUL LIFE
NewSat-6	Mark IV-a	Sep 2, 2020	MS, HS	Operative	3 Years
NewSat-7	Mark IV-a	Jan 15, 2020	MS, HS	Operative	3 Years
NewSat-8	Mark IV-b	Jan 15, 2020	MS, HS, IoT	Operative	3 Years
NewSat-9	Mark IV-b	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-10	Mark IV-b	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-11	Mark IV-b	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-12	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-13	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-14	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-15	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-16	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-17	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-18	Mark IV-c	Nov 6, 2020	MS, HS	Operative	3 Years
NewSat-19	Mark IV-e	Jun 30, 2021	MS, HS	Commissioning	3 Years
NewSat-20	Mark IV-e	Jun 30, 2021	MS, HS	Operative	3 Years
NewSat-21	Mark IV-e	Jun 30, 2021	MS, HS	Operative	3 Years
NewSat-22	Mark IV-e	Jun 30, 2021	MS, HS	Operative	3 Years

(\*) MS = Multispectral / HS = Hyperspectral / IoT = Internet of things

Our anticipated six-year technology roadmap is as follows:



## Human Capital

As of December 31, 2021, the Company had 327 full-time employees, distributed across 13 countries. We have always focused on attracting and retaining the best talent, regardless of geography, and with the highest possible cultural alignment. Our geographically distributed nature is a core tenet that reaches back to the earliest

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days of our company; well in advance of COVID-19 that required many employers to react and respond to remote working environments. Our diverse group of employees earnestly shares these common values:

- **Get it done.** Our relentless commitment to hold ourselves accountable and deliver true value.
- **Be purpose driven.** Our intrinsic motivation to make the impossible possible.
- **Never stop learning.** Being intellectually curious, open-minded, and learning from others.
- **Push the limits.** Challenge the status quo, leave your comfort zone and tackle impossible challenges.
- **Go beyond ego.** Be humble, honest, empathetic and build together for our company, our community and our planet.

At our company, these values precede traditional performance measures when assessing a person's fit with the company. Our vision inherently challenges conventions, and thus requires a special kind of spirit not only to succeed, but even to take on these challenges in the first place. This approach to human capital has enabled us to grow while keeping our core spirit and sense of purpose throughout the twists and turns of our life cycle.

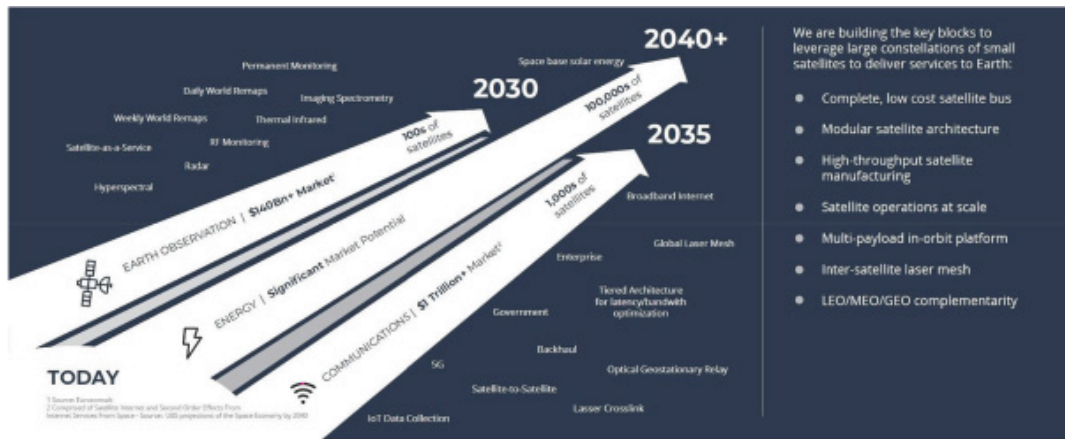
We are committed to developing all of our people in different dimensions, including programmatic leadership, people leadership, business leadership and technological leadership. We actively promote a trust-based organization and a safe environment for risk taking by providing effective mentorship and expecting people to "disagree and commit".

During the early years of our company, the founders and the senior leaders were the torchbearers of these values and culture, but our expectation is that every leader, which is to say every employee, subscribes to and lives by these values every day.

### **Long Term Growth Opportunities**

Our initial EO constellation and infrastructure are the key building blocks that we expect will enable us to leverage large constellations of small satellites to deliver a wide variety of services to Earth. Our key building blocks include:

- Complete, low-cost satellite bus
- Modular satellite architecture
- High-throughput satellite manufacturing
- Satellite operations at scale
- Multi-payload, in-orbit platform
- Inter-satellite laser mesh
- LEO/MEO/GEO complementarity



**Regulatory**

***National Oceanic and Atmospheric Administration (“NOAA”)***

Our satellites are purposefully designed with telescopes and image capture technology to enable and support the collection of earth imagery. Each satellite is designed and built to collect high-resolution multispectral imagery, hyperspectral imagery and full motion video. The raw data collected by our constellation is collected through a series of ground stations strategically located in several global locations outside the U.S.. We have a mission and operations team, located in Spain and Argentina, that monitors and operates all satellites in the constellation. As all our satellite operations and management are located outside the U.S., we believe that we are not under NOAA’s oversight.

We established a wholly owned subsidiary in April 2021 to focus specifically on cultivating business with U.S. customers. With this strategic investment, we anticipate modifications to some of the capture and delivery processes, particularly in support of public sector customers with discernable security and privacy requirements. As we grow our U.S. business, we expect to coordinate with the NOAA Commercial Remote Sensing Regulatory Affairs agency to assure an understanding of regulations as they evolve and to proactively share any strategic changes contemplated by us that may relate to NOAA’s purview.

***The Federal Aviation Administration (“FAA”)***

The Company entered into a Multi-Rideshare Agreement with SpaceX in early 2021. By entering into this agreement with a U.S.-based launch provider, we are indirectly subject to the license requirements of the Federal Aviation Administration’s Office of Commercial Space Transportation (“AST”). The FAA regulates the airspace of the U.S., through which launch vehicles must fly during launch to orbit and through which downlinks of raw data may occur if directed to a U.S.-based ground station. The AST office predominantly processes launch license requests submitted by launch vehicle operators, in our case, SpaceX, which includes information on the rideshare payloads flying on any given mission. As a result, reviews of our payloads by AST occur during, for example, the processing of the Technical Assistance Agreement that SpaceX requests and other associated launch reviews and license. For our first launch with SpaceX in June 2021, all required approvals were obtained for the successful launch. We are contracted with SpaceX as its launch provider for all currently planned launches. We entered into the agreement with SpaceX as both a practical matter to address technical objectives for our satellites as well as strategic matter to support our North American entity and charter.

We have adopted the NASA and ESA standards regarding orbit debris mitigation. Having voluntarily subscribed to the United Nations Committee on Personal Uses of Outer Space orbital debris principles and

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guidance, we sought out the leading technical standards guiding responsible design, management, and test of space objects to meet the defined measures. To that end, we use the NASA orbit debris standard (NASA-STD-8719.14) and the European Space Agency Orbital Debris Mitigation Guidelines (IADC-02-01, Current Revision).

### ***International Traffic in Arms Regulations (“ITAR”), Export Administration Regulations (“EAR”) and Export Controls***

We have a global supply chain of upstream and downstream partners including manufacturers, suppliers and launch providers from a number of countries, including the U.S. The ITAR and EAR are the most relevant export control regulations we monitor due to their relevancy. Generally, the ITAR restricts the export of hardware, software, technical data, and services containing defense or strategic applications. The EAR similarly regulates the export of hardware, software, and technology that has commercial or “dual-use” applications (i.e., for both military and commercial applications) or that have less sensitive military or space-related applications not subject to the ITAR. The regulations exist to advance the national security and foreign policy interests of the U.S.

Based upon the technologies we have procured from U.S. sources, we have not been specifically subject to ITAR. Since our export location may invoke, in certain instances, the EAR of the Bureau of Industry and Security of the U.S. Department of Commerce, we track our component sourcing. We procure some components from U.S. suppliers listed on the Commerce Control List and we are therefore subject to the EAR. We export our satellites to the U.S. for launch due our recent agreement with SpaceX as our launch provider. With this current sourcing model and partner ecosystem, we must comply with the EAR.

The U.S. government agencies responsible for administering the ITAR and the EAR have significant discretion in the interpretation and enforcement of these regulations. The agencies also have significant discretion in approving, denying, or conditioning authorizations to engage in controlled activities. Such decisions are influenced by the U.S. government’s commitments to multilateral export control regimes, particularly the Missile Technology Control Regime concerning the spaceflight business.

Many different types of internal controls and measures are required to ensure compliance with export control regulations. In particular, we routinely complete end user compliance documents, record sourcing detail regarding country of origin and known classification numbers, determine the appropriate licensing jurisdiction (where applicable), and provide notice to internal and partner foreign team members of export-controlled information restrictions. We do not export to embargoed, targeted sanction, or special policy countries. We have implemented a compliance diligence process for all third parties including, among other validations, verification of the parties with whom we contract at an entity and individual level.

### ***Interagency Review***

The review and approval of any license discussed above, as may be required, will be subject to interagency reviews that allow multiple government agencies including the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Defense, NASA, and others. The purpose of this interagency review is to examine such license applications from each agency’s respective perspective including but not limited to safety, operational, national security, foreign policy and international obligations, as well as review of foreign ownership.

### ***Other Potential Future U.S. Regulation***

As we grow our U.S. business and to the extent we become a U.S. governmental contractor, our business will be subject to various additional U.S. regulation and related requirements, including but not limited to (1) the Defense Federal Acquisition Regulation Supplement and the U.S. Department of Defense and federal cybersecurity requirements, in connection with any defense work we perform in the future for the U.S.

government and defense prime contractors, (2) the National Industrial Security Program Operating Manual administered by the U.S. Defense Counterintelligence and Security Agency, and other U.S. government security protocols when accessing sensitive information, (3) maintaining national security clearance and mitigation elements under the National Industry Security Program and agreement with the U.S. Department of Defense regarding any appropriate Foreign Ownership, Control or Influence mitigation arrangement with respect to our U.S.-based subsidiary and (4) routine investigations and reviews relating to compliance with various U.S. laws and regulations, including those associated with organizational conflicts of interest, procurement integrity, bid integrity and claim presentation, among others.

### **Legal Proceedings**

It is possible that from time to time, we may be subject to various claims, lawsuits, and other legal and administrative proceedings that may arise in the ordinary course of business. Some of these claims, lawsuits, and other proceedings may range in complexity and result in substantial uncertainty; it is possible that they may result in damages, fines, penalties, non-monetary sanctions, or relief. However, we do not consider any such claims, lawsuits, or proceedings currently pending, individually or in the aggregate, would be material to our business or likely to result in a material adverse effect on our future operating results, financial condition, or cash flows.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion of Nettar Group Inc.'s financial condition and results of operations should be read in conjunction with Nettar Group Inc.'s financial statements and notes to those statements included in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Please see "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in this prospectus. Unless otherwise indicated or the context otherwise requires, references in this section to "we," "our," "us," "the Company," and similar terms are to Nettar Group Inc. (d/b/a Satellogic) before the Business Combination and to the Company after the Business Combination.*

### **Company Overview**

The Company's predecessor, Nettar, was founded in 2010, to help solve some of the greatest challenges of our time: resource utilization and distribution. From tradeoffs between food, energy and water supplies, to monitoring the impact of natural disasters, global health and humanitarian crises in the midst of a looming climate emergency, access to a continually refreshed source of global, high-quality data is critical to confronting some of the world's most crucial issues. We are committed to creating a searchable catalog of everything on earth, and we believe we are uniquely positioned to provide the data that is critical to better inform decision-making aimed at addressing these challenges.

We are the first vertically integrated geospatial analytics company and we are building the first scalable, fully automated EO platform with the ability, when scaled, to remap the entire planet at both high-frequency and high-resolution, providing accessible and affordable solutions for our customers. We plan to democratize access to geospatial data by providing planetary insights at what we believe to be the lowest cost in the industry, ultimately driving better decision-making across a broad range of industries including agriculture, forestry, energy, financial services, and cartography.

The Company has created a highly scalable, vertically integrated and competitive operating model. We design the core components that go into creating and manufacturing our satellites to be mission specific. We manufacture many of our components, but we also partner with third parties to manufacture certain other components to our design specifications. We then assemble, integrate and test the components and satellites in our facilities. This vertical integration provides a significant cost advantage, enabling us to produce and launch satellites for less than one-tenth the cost of our competitors on average. Additionally, we own all of our key intellectual property, and our patented technology allows us to capture approximately 10x more imagery than our competitors on average. Taken together, the Company is achieving over 60 times better unit economics than our closest peers in the NewSpace sector and more than 100 times better unit economics than legacy competitors. We believe that our unit economics will unlock an estimated \$140 billion TAM opportunity for EO commercial applications that we are positioned to serve. Additionally, the Company is well-positioned to effectively compete in the existing EO market that is currently supply-constrained and consists primarily of government and defense and intelligence customers.

With more than a decade of experience, the Company has a proven technology and an excellent track record of delivering satellites to orbit. We currently have 17 commercial satellites in orbit, all of which are presently delivering high-resolution data to our customers. Today, our constellation is capable of collecting over 4 million square kilometers of data daily. We plan to expand our constellation of satellites to 202 by 2025 and we anticipate reaching weekly remaps of the planet by 2023 and daily remaps in 2025.

### **Key Factors Affecting Operating Results**

The Company believes that its performance and future success depends on several factors that present significant opportunities for it, but also pose risks and challenges, including those discussed below and in the section entitled "Risk Factors."



### **Competitive Advantage**

The Company's competitive advantages revolve around superior unit economics, superior design and technology, vertically integrated structure and high frequency remaps.

- **Superior Unit Economics.** With estimated 60x to 100x better unit economics than our competitors, we plan to put enough satellites in orbit to collect data over the entire surface of the planet continuously (with daily remaps) and deliver this data to customers at near zero marginal costs. By delivering data to customers at near zero marginal cost, we expect to be able to price our services based on the value that we create for our customers within their value chain and not on the cost of data acquisition (i.e., satellite cost, launch, etc.). This is a critical element of our business model and what we believe to be a paradigm shift in high resolution EO imagery that is made possible by our superior unit economics.
- **Superior design and technology.** The principal challenge associated with collecting well-exposed, high-resolution imagery from orbit is that the satellite is moving at 27,000 kilometers per hour (or 7 kilometers per second). Legacy satellite operators have solved this problem by using a telescope with a very large aperture that allows them to collect well-exposed images that have no blur. These satellites are extremely expensive to build and launch. Conversely, our NewSpace competitors attempt to solve this problem with a small platform relying on a series of methods that will ultimately drive a trade-off between the resolution achieved and the capture capability. This is why our NewSpace competitors are only able to capture approximately one-tenth of data per day per satellite in comparison to our satellites. Our solution to this problem is centered around our patented and unique camera design that utilizes adaptive optics allowing us to collect approximately 10x more data from orbit than any of our competitors using a very small aperture. Today, each of our satellites in orbit is capable of capturing over 300,000 square kilometers of data per day. Additionally, our camera design has afforded us the ability to create a compact satellite design resulting in 3x lower mass and lower launch costs.
- **Vertically integrated.** The Company is a vertically integrated company and we design our satellites and all of their subsystems, including onboard computers, propulsion system, telescopes, cameras, radios, sensors and actuators. The Company manufactures many of our components, but we also partner with third parties to manufacture certain other components to our design specifications. We then assemble, integrate and test the components and satellites in our facilities. By designing every core component with our specific mission in mind (as compared to sourcing non-mission specific components built for a wide range of applications as our competitors do), we lower the cost of our materials by a factor of 10x. Our cost to deploy a high resolution imaging satellite in orbit today, including launch costs, is approximately \$1 million compared to our NewSpace competitors' average cost of approximately \$10 million with an average of 10x less capacity.
- **High frequency remaps.** We anticipate reaching weekly remaps of the planet by 2023 and daily remaps in 2025 with our full constellation. When we reach weekly remaps, we expect to control approximately 80% of the global supply of high resolution imagery in the market at near zero marginal cost, effectively consolidating supply, which will allow us to also consolidate demand on our platform. We believe this would create a significant disincentive for any competitor to build infrastructure to do the same. In addition, we believe that the archive of everything that is happening on the planet on a daily basis, in high resolution, will allow us, our partners and customers to train better AI algorithms. By doing so, we expect to serve customers on a larger scale which would allow for the improvement of these algorithms at a faster pace, thereby creating a network effect on the accumulation of archived data that we plan to build in our catalog.

We believe that these characteristics—the zero-marginal cost for data distribution, the consolidation of demand on the network and the network effects on the accumulation of data in our catalog—will uniquely position the Company to capitalize on the significant TAM opportunities.

### **Growth Strategies**

The Company plans to democratize access to geospatial data by providing planetary insights at what it believes to be the lowest cost in the industry, which it expects will ultimately drive better decision-making across a broad range of industries. The Company's growth strategy is driven by the following objectives:

- Leverage the existing government and D&I market to help finance constellation build-out.
- Expand the high resolution EO market and democratize access to data for commercial market.
- Continue investment in R&D to innovate product offerings and satellite re-design.
- Leverage our modular satellite design, multiple-payload systems, scaled manufacturing and satellite operations to deliver novel data streams and services from orbit.
- Execute strategic acquisitions and partnerships related to new, complimentary, or adjacent technologies as well as continued vertical integration within our existing supply chain.

Through the Company's two unique and complementary products, existing high resolution EO and its commercial platform, the Company intends to derive substantially all its near-term revenues from providing geospatial intelligence, imagery and related data analytic products and services to governments, and in the longer-term, intends to expand its operations to serve commercial customers in a variety of markets and industries.

### **Description of Business Combination**

On the Closing Date the Company, consummated the Business Combination contemplated by the Merger Agreement. Specifically,

- Target Merger Sub merged with and into Nettar, the separate existence of Target Merger Sub ceased and Nettar was the surviving company of such merger and became a direct, wholly-owned subsidiary of the Company;
- immediately following confirmation of the effective filing of the Initial Merger, CF V merged with and into SPAC Merger Sub, the separate existence of SPAC Merger Sub ceased and CF V was the surviving corporation of such merger and became a direct wholly owned subsidiary of the Company;
- the single share of the Company outstanding immediately prior to the Mergers was cancelled for no consideration;
- as a result of the Initial Merger, the ordinary shares and preference shares of Nettar that were issued and outstanding immediately prior to the effective time of the Initial Merger (other than (i) any treasury shares or share held by the Company or any of its affiliates and (ii) any dissenting shares) were automatically cancelled and ceased to exist in exchange for (x) in the case of the Company's Chief Executive Officer, Emiliano Kargieman, such number of newly issued Class B Ordinary Shares, of the Company and (y) in all other cases, Class A Ordinary Shares of the Company, as determined in the Merger Agreement;
- as a result of the CF V Merger, each CF V Unit issued and outstanding immediately prior to the effective time of the CF V Merger (the "CF V Merger Effective Time") was automatically separated and the holder thereof was deemed to hold one share of CF V Class A Common Stock and one-third of one CF V Warrant and, immediately following the separation of each CF V Unit, (a) each share of CF V Class B Common Stock automatically converted into one share of CF V Class A Common Stock (the "Initial Conversion") and (b) immediately following the Initial Conversion, each share of CF V Class A Common Stock that was issued and outstanding immediately prior to the CF V Merger Effective Time (other than any treasury share held by CF V or share held by any subsidiary of CF V), was cancelled and ceased to exist in exchange for the right to receive Class A Ordinary Shares in accordance with the Merger Agreement;

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- each CF V Warrant outstanding immediately prior to the CF V Merger Effective Time was assumed by the Company and converted into a warrant exercisable for that number of Class A Ordinary Shares as determined in accordance with the Merger Agreement;
- all Convertible Notes of Nettare converted into Nettare Preference Shares as determined in accordance with the Merger Agreement;
- all Nettare Preference Shares outstanding immediately prior to the effective time of the Initial Merger (other than dissenting shares) were converted into a number of Class A Ordinary Shares as determined in the Merger Agreement;
- all options to purchase ordinary shares of Nettare were assumed by the Company and became options to purchase Class A Ordinary Shares as determined in accordance with the Merger Agreement;
- the Columbia Warrants outstanding immediately prior to the effective time of the Initial Merger was assigned to Satellogic and became a warrant exercisable for that number of Class A Ordinary Shares as determined in accordance with the Merger Agreement;
- All Class A Ordinary Shares purchased by the PIPE Subscribers pursuant to the PIPE Subscription Agreements (except those 1,150,000 Class A Ordinary Shares which certain PIPE Subscribers elected to offset their subscription requirements with CF V Class A Common Stock) were issued to the PIPE Subscribers; and
- 2,500,000 PIPE Warrants were issued to a certain PIPE Subscriber.

### **Description of Liberty Investment**

On January 18, 2022, the Company and CF V entered into the Liberty Subscription Agreement with the Liberty Investor, pursuant to which the Liberty Investor agreed to purchase, and the Company agreed to issue and sell to the Liberty Investor, following satisfaction or waiver of the conditions in the Liberty Subscription Agreement, certain securities of the Company, including (i) 20,000,000 Liberty Shares, (ii) 5,000,000 \$10.00 Liberty Share Warrants, and (iii) 15,000,000 \$15.00 Liberty Warrants in a private placement for an aggregate purchase price of \$150.0 million. The Liberty Share Warrants are exercisable as and from the Liberty Closing, will expire on the fifth anniversary of the Liberty Closing (February 10, 2027) and are subject to the terms and conditions set out in the Liberty Warrant Agreement attached as Exhibit 10.18 hereto.

The Liberty Closing occurred on February 10, 2022.

In connection with the Liberty Investment the Company has agreed to provide the Liberty Investor with the same registration rights with respect to the Liberty Securities (as defined below) as the Company provided to the PIPE Investors in the PIPE Subscription Agreements, including “demand” registration rights that require the Company to register under the Securities Act the Class A Ordinary Shares and Liberty Share Warrants held or acquired by Liberty. The “Liberty Securities” means the Liberty Shares, the Liberty Share Warrants, and the Class A Ordinary Shares issuable upon exercise of the Liberty Share Warrants.

The Liberty Investor has agreed to subject the Liberty Securities (other than the Liberty Advisory Fee Warrants) or any shares issuable in respect thereof) to transfer restrictions until January 25, 2023.

*Liberty Letter Agreement*

Contemporaneously with the execution of the Liberty Subscription Agreement, the Company, Liberty and Sponsor entered into the Liberty Letter Agreement. The parties to the Liberty Letter Agreement have agreed that for so long as a Cessation Event (as defined in the Liberty Letter Agreement, i.e., if the Liberty Investor (or affiliates managed by the Liberty Manager or its affiliates) cease to hold, in the aggregate, at least 6,666,666 Class A Ordinary Shares) has not occurred, among other things:

- the Liberty Investor has the right to nominate two Liberty Directors (including any successors) for election to the Board by the Company's shareholders, which director nominees must be reasonably acceptable to the Company. In this regard, the parties have further agreed that:
  - The Sponsor and Mr. Kargieman will vote their Class A Ordinary Shares and Class B Ordinary Shares, (and those held by any persons over which they have voting control), in favor of the election of the Liberty Director nominees.
  - Secretary Mnuchin, will be nominated for election as non-executive Chairman to the Board, to serve as one of the Liberty Directors. For so long as Secretary Mnuchin is a Liberty Director, he shall be the non-executive Chairman of the Board, and the Sponsor and Mr. Kargieman shall not be required to vote for any person designated by the Liberty Investor to replace Secretary Mnuchin unless such party consents in writing to such replacement, such consent not to be unreasonably withheld.
  - Mr. Kargieman will cause any transferee of any Class B Ordinary Shares held by him to agree, as a condition to such transfer, to all of his obligations under the Liberty Letter Agreement (other than in the case of a transfer to a transferee that would result in automatic conversion of such Class B Ordinary Shares into Class A Ordinary Shares in accordance with the Company's Governing Documents).
  - The Liberty Investor's right to nominate the Liberty Directors will cease immediately following the occurrence of a Cessation Event, and the terms of any then-serving Liberty Directors will expire at the next election of directors (but in no event more than one year after the Cessation Event).
  - The Company will (a) take all necessary action to cause the Liberty Directors to be elected to the Board; (b) maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to the Liberty Investor; (c) provide for indemnification, exculpation and advancement of expenses to the fullest extent permitted under applicable law in the Company's Governing Documents; (d) not increase or decrease the maximum number of directors permitted to serve on the Board without the prior written consent of the Liberty Investor; and (e) not take any action, including making or recommending any amendment to the Company Governing Documents that could reasonably be expected to adversely affect the Liberty Investor's rights under the Liberty Letter Agreement;
- in addition to the Liberty Directors, the Board will initially include Ted Wang, Brad Halverson, and another person designated by Mr. Kargieman who is reasonably acceptable to the Liberty Investor, and in compliance with NASDAQ listing requirements;
- the Liberty Investor has the right to nominate one Liberty Director to serve on each committee of the Board, subject to certain conditions;
- for so long as Mr. Kargieman and his affiliates beneficially own at least one-third of the number of shares of the Company owned by him on the date of the Closing (subject to customary adjustments for corporate events), Mr. Kargieman will have the right to designate two directors for election to the Board by the Company's shareholders, one of whom will be Mr. Kargieman and the other shall be reasonably acceptable to the Liberty Investor and the Sponsor, who will initially be Marcos Galperin, and the Sponsor and the Liberty Investor will vote any shares held by them in favor of the election of such persons; and

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- for so long as the Sponsor and its affiliates beneficially own at least one-third of the number of shares of the Company owned by them on the date of the Closing (subject to customary adjustments for corporate events), Mr. Lutnick will be nominated for election by the Board to the Company's shareholders and Mr. Kargieman and the Liberty Investor will vote any shares held by them in favor of the election of Mr. Lutnick.

In addition, so long as Class B Ordinary Shares are outstanding, the Company will be required to obtain the written consent of the Liberty Investor if it were to issue in a transaction, or series of transactions, a number of shares that equals or exceeds 20% of its then-outstanding ordinary shares on a fully diluted basis (assuming exercise of all options and warrants of the Company); provided that no such consent shall be required if such issuance of shares is made in connection with:

- any acquisition by the Company of any equity interests, assets, properties, or business of any person;
- any merger, consolidation, or other business combination involving the Company;
- any transaction or series of related transactions involving a change of control (as defined in the Liberty Letter Agreement); or
- any equity split, payment of distributions, or any similar recapitalization.

An advisory fee is payable by the Company to the Liberty Manager in exchange for advisory services to be provided to the Company by the Liberty Manager (whereby the Liberty Investor will cause the Liberty Manager to be reasonably available to advise the Company from time to time until the occurrence of a Cessation Event). The advisory fee payable for such services include:

- 2,500,000 warrants, each providing the right to purchase one (1) Class A Ordinary Share at an exercise price of \$10.00 per share (the "Liberty Advisory Fee Warrants"), which were issued on the Liberty Closing; and
- for so long as a Cessation Event has not occurred, \$1.25 million to be paid in cash on the eighteen (18) month anniversary of the Liberty Closing and on the last day (or, if not a business day, the immediately following business day) of each of the following five (5) successive three-month anniversaries of such 18-month anniversary (each, an "Advisory Fee Cash Payment" and, together, the "Advisory Fee Cash Payments"), representing aggregate Advisory Fee Cash Payments of up to \$7,500,000. From and after a Cessation Event, no Advisory Fee Cash Payments shall be payable by the Company.

The Liberty Advisory Fee Warrants are exercisable as and from the one-year anniversary of, and will expire on the fifth anniversary of, the Liberty Closing (February 10, 2027). The Liberty Advisory Fee Warrants are subject to substantially the same terms the Liberty Share Warrants and, the registration rights as they apply to the Liberty Securities pursuant to the Liberty Subscription Agreement also apply to the shares underlying the Liberty Advisory Fee Warrants. For so long as the Liberty Investor or its permitted transferees hold Liberty Share Warrants or Liberty Advisory Fee Warrants, such warrants will not be redeemable by the Company.

In connection with the Liberty Letter Agreement, the Company amended the Company Governing Documents to, among other things, modify the voting rights of the holders of Class B Ordinary Shares from ten votes per share to a number of votes per share such that, as of the Liberty Closing, the aggregate number of votes attributable to the Class B Ordinary Shares is equal to the aggregate number of votes attributable to Class A Ordinary Shares held by the Liberty Investor (subject to certain adjustments).

The Company has reimbursed the Liberty Investor for all reasonable and documented out-of-pocket expenses incurred by it in connection with the transaction contemplated by the Liberty Letter Agreement and the Liberty Subscription Agreement, in the amount of \$250,000.

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In connection with the Liberty Restated Letter Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share after giving effect to any forfeitures of Company Class B Ordinary Shares pursuant to Section 2.10 of the Merger Agreement shall equal (x) 20,000,000, divided by (y) (i) 13,662,658, minus (ii) the number of such forfeited Company Class B Ordinary Shares (in no event shall such forfeited shares be more than 651,596 Company Class B Ordinary Shares), but taking into account any adjustment that may have occurred theretofore pursuant to clause 7.2 of the Company's Memorandum of Association. In the event that any Earnout Shares (as defined in the Merger Agreement) are issued to Mr. Kargieman pursuant to Section 2.11 of the Merger Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share shall be adjusted such that the number of votes attributable to each Company Class B Ordinary Share is reduced in a manner that results in a vote per share as if a number of shares equal to such Earnout Shares had not been forfeited pursuant to Section 2.10 of the Merger Agreement.

### **Key Components of Statement of Operations**

#### ***Basis of Presentation***

Currently, the Company conducts business through one operating segment. As of the date of this prospectus, the Company is an early-stage revenue company with limited commercial operations, and its activities to date have been conducted in South America, Asia, Europe and North America. The Company's historical results are reported in IFRS as issued by the IASB. For more information about the Company's basis of presentation, refer to Note 2 in the accompanying audited consolidated financial statements of the Company and Note 1 in the accompanying unaudited consolidated financial statements of the Company included elsewhere in this prospectus.

The consolidated financial statements have been prepared on a historical cost basis, except for certain items for which the standards require measurement of fair value. The consolidated financial statements are presented in United States dollars ("USD").

The consolidated financial statements provide comparative information in respect to the previous period.

#### ***Revenue***

The Company had not begun its commercial operations as of December 31, 2020 and did not generate any revenue from its core services through the end of fiscal year 2020. The Company began to recognize revenue during 2021, which was primarily from the agreement with a commercial space technology company.

#### ***Cost of Sales***

The Company did not record cost of sales during 2020 and 2019 as it had not begun its commercial operations. During 2021, the Company began to recognize cost of sales primarily related to an agreement with a commercial space technology company. Cost of sales includes labor related to mission and operations, data products and services, and customer success, as well as direct costs related to ground stations, cloud and infrastructure costs, and digital image processing.

#### ***Other Operating Income***

Other operating income consists of revenues not related to the primary operation of the business.

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### ***Administrative Expenses***

Administrative expenses consist of the costs related to wages and salaries, professional fees, share-based compensation expense and other administrative expenses.

### ***Depreciation Expenses***

Depreciation expenses includes depreciation of satellites and other property and equipment.

### ***Other Operating Expenses***

Other operating expenses consist of research and development costs related to salaries and component testing for the development of satellites, IT services, operating and production costs, marketing expenses, share-based compensation expenses and other expenses.

### ***Finance Costs***

Finance costs consist primarily of interest expense on outstanding debt.

### ***Finance Income***

Finance income consists primarily of interest earned on financial assets.

### ***Other Financial Income (Expense)***

Other financial income consists primarily of foreign currency exchange rate differences.

### ***Embedded Derivative Income (Expense)***

Embedded derivative income (expense) consists primarily of changes in the fair value of the embedded derivative liability; refer to Note 22 in the audited consolidated financial statements and Note 5 in the accompanying unaudited consolidated statements of the Company included elsewhere in this prospectus.

### ***Income Tax Expense***

The Company is not subject to taxation in the BVI, but it may be subject to withholding taxes paid at source on interest and dividends received and paid in the various jurisdictions in which the Company operates. Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the Company operates and generates taxable income. Deferred income tax is provided using the liability method on temporary differences between the tax basis of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

### ***Non-IFRS Financial Measures***

This registration statement includes certain non-IFRS financial measures.

### ***EBITDA, Adjusted EBITDA, and Free Cash Flow***

The Company presents EBITDA, Adjusted EBITDA and Free Cash Flow, non-IFRS performance and liquidity measures, to supplement its results presented in accordance with IFRS. EBITDA is defined as loss before finance costs, income tax, depreciation and amortization. Adjusted EBITDA is defined as loss for the year before finance costs, income tax, depreciation and amortization, other income/expense, other financial income,

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impacts of debt extinguishments, embedded derivative income/expense and share-based compensation expense. Free Cash Flow is defined as net cash provided by (used in) operating activities less payments for purchases of satellites and other property and equipment.

EBITDA, Adjusted EBITDA and Free Cash Flow are used by management to evaluate the Company's core operating performance and liquidity on a comparable basis and to make strategic decisions. The Company believes EBITDA, Adjusted EBITDA and Free Cash Flow facilitate company-to-company operating performance comparisons by backing out potential differences caused by variations such as capital structures, taxation, depreciation, capital expenditures and other non-cash items (i.e., embedded derivatives, debt extinguishment and share-based compensation) which may vary for different companies for reasons unrelated to operating performance. However, the Company's calculation of EBITDA, Adjusted EBITDA and Free Cash Flow may not be comparable to other similarly titled performance measures of other companies. EBITDA, Adjusted EBITDA and Free Cash Flow are not intended to be a substitute for any IFRS financial measure.

The following table presents a reconciliation of EBITDA and Adjusted EBITDA to its net loss for the periods indicated.

<i>(amounts in USD)</i>	<u>Six Months Ended June 30,</u>	
	<u>2021</u>	<u>2020</u>
	<i>(unaudited)</i>	
<b>Net loss</b>	<b>(\$ 50,149,199)</b>	<b>(\$12,320,292)</b>
Plus finance costs, net	5,476,371	3,584,512
Plus income tax expense	220,206	78,243
Plus depreciation of satellites and other property and equipment	5,126,498	842,630
<b>EBITDA</b>	<b>(\$ 39,326,124)</b>	<b>(\$ 7,814,907)</b>
Less other financial income	(249,984)	(183,047)
Less gain on extinguishment of debt	(3,575,773)	—
Plus embedded derivative expense (income)	26,424,890	(567,000)
Plus share-based compensation expense	5,284,167	303,718
<b>Adjusted EBITDA</b>	<b>(\$ 11,442,824)</b>	<b>(\$ 8,261,236)</b>
	<u>Year Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
<b>Net loss</b>	<b>(\$ 113,925,815)</b>	<b>(\$20,765,353)</b>
Plus finance costs	7,565,781	4,501,355
Plus income tax expense	147,866	83,150
Plus depreciation of satellites and other property and equipment	3,182,011	4,238,444
<b>EBITDA</b>	<b>(\$ 103,030,157)</b>	<b>(\$11,942,404)</b>
Plus other (income) expense	(675,198)	(286,350)
Plus embedded derivative expense (income)	84,223,586	(4,230,000)
Plus share-based compensation expense	1,983,937	960,110
<b>Adjusted EBITDA</b>	<b>(\$ 17,497,832)</b>	<b>(\$15,498,644)</b>



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The following table presents a reconciliation of Free Cash Flow to cash flows used in operating activities for the periods indicated.

<i>(amounts in USD)</i>	<u>Six Months Ended June 30,</u>	
	<u>2021</u>	<u>2020</u>
	<i>(unaudited)</i>	
<b>Net Cash Flows Used in Operating Activities</b>	(\$ 11,682,658)	(\$ 7,144,423)
Less purchases of satellites and other property and equipment	3,488,335	7,600,602
<b>Free Cash Flow</b>	(\$15,170,993)	(\$14,745,025)

<i>(amounts in USD)</i>	<u>Year Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
<b>Net Cash Flows Used in Operating Activities</b>	(\$17,330,311)	(\$14,070,002)
Less purchases of satellites and other property and equipment	9,259,335	8,300,636
<b>Free Cash Flow</b>	(\$26,589,646)	(\$22,370,638)

## Results of Operations

### Comparison of the six months ended June 30, 2021 to the six months ended June 30, 2020

The following table summarizes our historical results of operations for the periods indicated (in USD except percentage):

<i>(amounts in USD)</i>	<u>Six Months Ended June 30,</u>		<u>Change</u>	<u>% Change</u>
	<u>2021</u>	<u>2020</u>		
	<i>(unaudited)</i>			
<b>Statement of Profit or Loss Data</b>				
Revenue from contracts with customers	\$ 1,706,275	\$ —	\$ 1,706,275	100%
Cost of sales	(1,250,848)	—	1,250,848	100%
Administrative expenses	(8,680,245)	(3,268,803)	5,411,442	166%
Depreciation of satellites and Other property and equipment	(5,126,498)	(842,630)	4,283,868	508%
Other operating expenses, net	(8,502,173)	(5,296,151)	3,206,022	61%
<b>Operating loss</b>	(\$ 21,853,489)	(\$ 9,407,584)	\$ 12,445,905	132%
Finance costs, net	(5,476,371)	(3,584,512)	1,891,859	53%
Embedded derivative (expense) income	(26,424,890)	567,000	(26,991,890)	(4,760%)
Gain on extinguishment of debt	3,575,773	—	3,575,773	100%
Other financial income	249,984	183,047	66,937	37%
<b>Loss before income tax</b>	(49,928,993)	(12,242,049)	37,686,944	(308%)
Income tax expense	(220,206)	(78,243)	141,963	181%
<b>Net loss</b>	(\$ 50,149,199)	(\$ 12,320,292)	\$ 37,828,907	307%

**Revenue**

The Company began to recognize revenue during 2021. Revenue for the six months ended June 30, 2021 increased \$1,706,275 to \$1,706,275. For the six months ended June 30, 2021, revenue was primarily driven by the agreement with a commercial space technology company. See Note 2 in the June 30, 2021 unaudited consolidated financial statements of Nettar Group Inc. included in this registration statement for additional details.

**Cost of sales**

Cost of sales increased \$1,250,848 to \$1,250,848 for the six months ended June 30, 2021. The increase in cost of sales was primarily related to the agreement with a commercial space technology company.

**Administrative Expenses**

Administrative expenses increased \$5,411,442, or 166%, to \$8,680,245 for the six months ended June 30, 2021, compared to \$3,268,803 for the six months ended June 30, 2020. The increase was driven by higher average headcount which contributed to higher stock-based compensation expense and an increase in salaries and wages. Stock-based compensation expense also increased due to a higher value attributable to the options granted during 2021. Additionally, legal and consulting professional fees increased as we continued executing and implementing our business plan.

**Depreciation of Satellites and Other Property and Equipment**

Depreciation of satellites and other property and equipment increased \$4,283,868, or 508%, to \$5,126,498 for the six months ended June 30, 2021, compared to \$842,630 for the six months ended June 30, 2020. The increase was due to higher number of operating satellites in orbit as compared with the previous period.

**Other Operating Expenses, net**

Other operating expenses, net increased \$3,206,022, or 61%, to \$8,502,173 for the six months ended June 30, 2021, compared to \$5,296,151 for the six months ended June 30, 2020. The increase was primarily due to increases in share-based compensation expenses of \$2,250,094 that resulted from higher average headcount and a higher value attributable to options granted during 2021, and higher wages and salaries related to research and development and marketing activities.

**Finance Costs, net**

Finance costs, net increased \$1,891,859, or 53%, to \$5,476,371 for the six months ended June 30, 2021, compared to \$3,584,512 for the six months ended June 30, 2020. The increase was primarily due to increased interest expense related to the addition of notes debt issued in September 2020 and Nettar Series X Preference Shares issued in April 2021.

**Embedded Derivative (Expense) Income**

Embedded derivative expense increased \$26,991,890, or 4,760%, to \$26,424,890 for the six months ended June 30, 2021, compared to \$567,000 of Embedded derivative income for the six months ended June 30, 2020. The increase of expense was primarily driven by the increase in the fair value of the bifurcated derivative component (conversion features), based on valuation techniques, associated with the notes debt and Nettar Series X Preference Shares issued in April 2021. The change in the fair value was recognized as additional expense through Statement of Profit and Loss; refer to Notes 6 and 10 in the unaudited consolidated financial statements of Nettar Group Inc. included in this registration statement for additional details.

### ***Gain on Extinguishment of Debt***

On March 8, 2021, we entered into an exchange transaction with a former shareholder. We recognized a gain on debt extinguishment of \$3,257,558 related to the transaction. See Note 11 in the unaudited Consolidated Financial Statements of Nettar Group Inc. included in this registration statement for additional details.

In addition, in April 2021 we agreed with our note holders, to extend the maturity date of the 2018 and 2019 convertible notes with original due date in April 2021 and September 2021, respectively, to April 2022. We recognized a gain on extinguishment of debt of \$318,215 on the Consolidated Statement of Profit and Loss for the six months ended June 30, 2021, related to the agreement. See Note 10 in the unaudited consolidated financial statements of Nettar Group Inc. included in this registration statement for additional details.

### ***Other Financial Income***

Other financial income increased \$66,937, or 37%, to \$249,984 for the six months ended June 30, 2021, compared to \$183,047 for the six months ended June 30, 2020. The increase was due to foreign currency exchange differences primarily generated by foreign exchange rates effects in operating activities (where expense is denominated in a foreign currency) of the foreign subsidiaries of the Company.

### ***Income Tax Expense***

Income tax expense increased \$141,963, or 181%, to \$220,206 for the six months ended June 30, 2021, compared to \$78,243 for the six months ended June 30, 2020. The increase was due to increases in intercompany income in certain jurisdictions subject to tax.

### ***Comparison of the year Ended December 31, 2020 to the year Ended December 31, 2019***

The following table summarizes our historical results of operations for the periods indicated (in USD except percentage):

<i>(amounts in USD)</i>	<b>Year Ending December 31.</b>		<b>Change</b>	<b>% Change</b>
	<b>2020</b>	<b>2019</b>		
<b>Statement of Profit or Loss Data</b>				
Other operating income	22,394	126,375	(103,981)	(82%)
Administrative expenses	(8,127,496)	(4,323,365)	3,804,131	88%
Depreciation of satellites and other property and equipment	(3,182,011)	(4,238,444)	(1,056,433)	(25%)
Other operating expenses	(11,376,667)	(12,261,764)	(885,097)	(7%)
<b>Operating loss</b>	<b>(22,663,780)</b>	<b>(20,697,198)</b>	<b>1,966,582</b>	<b>10%</b>
Finance costs	(7,565,781)	(4,501,355)	3,064,426	68%
Finance income	78,570	398,351	(319,781)	(80%)
Other financial income (expense)	596,628	(112,001)	708,629	633%
Embedded derivative income (expense)	(84,223,586)	4,230,000	88,453,586	2,091%
<b>Loss before income tax</b>	<b>(113,777,949)</b>	<b>(20,682,203)</b>	<b>93,095,746</b>	<b>(450%)</b>
Income tax expense	(147,866)	(83,150)	64,716	78%
<b>Loss for the year</b>	<b>(113,925,815)</b>	<b>(20,765,353)</b>	<b>93,160,462</b>	<b>449%</b>

***Other Operating Income***

Other operating income decreased \$103,981, or 82%, from December 31, 2019. The decrease was due to limited revenues related to the sale of non-core services in 2020.

***Administrative Expenses***

Administrative expenses increased \$3,804,131, or 88%, from December 31, 2019. The increase was due to increases in wages and salaries of \$1,394,521 and share-based compensation expenses of \$1,041,381 that resulted from the addition to senior management driven by satellites launched in 2020, as well as legal and consulting professional fees of \$1,015,047 as we began to execute and implement our business plan.

***Depreciation Expenses***

Depreciation of satellites and other property and equipment decreased \$1,056,433, or 25%, from December 31, 2019. The decrease was due to the accelerated depreciation of satellites recorded in 2019 because the satellites were not available for commercial purposes.

***Other Operating Expenses***

Other operating expenses decreased \$885,097, or 7%, from December 31, 2019. The decrease was primarily due to a decrease in other expenses of \$599,841 which included a decrease in the obsolescence provision of \$485,902 which was higher in 2019 because of a higher level of satellite components prior to transformation into satellites.

***Finance Costs***

Finance costs increased \$3,064,426, or 68%, from December 31, 2019. The increase was primarily due to increased interest expense of \$2,997,865 primarily related to the addition of \$18,047,000 in new notes debt in 2020.

***Finance Income***

Finance income decreased \$319,781, or 80%, from December 31, 2019. The decrease was due to a reduction in interest income from a reduced total cash balance in our money market funds investments.

***Other Financial Income (Expense)***

Other financial income increased \$708,629, or 633%, from December 31, 2019. The increase was due to foreign currency exchange differences primarily related to the fluctuation in foreign exchange rates of operating activities (where expense is denominated in a foreign currency) of the foreign subsidiaries of the Company.

***Embedded Derivative Income (Expense)***

Embedded derivative expense increased 88,453,586 or 2,091% from December 31, 2019. The increase was primarily driven by an increase in the fair value of the Company shares, which increased the fair value of the bifurcated derivative component (conversion features) associated with the Convertible Notes. The change in the fair value was recognized as additional expense through profit or loss; refer to Note 22 in the audited consolidated financial statements presented in the registration statement.

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### **Income Tax Expense**

Income tax expense increased \$64,716, or 78%, from December 31, 2019. The increase was due to increases in intercompany income in certain jurisdictions subject to tax.

### **Liquidity and Capital Resources**

The Company estimates the Business Combination and the transactions contemplated thereby and the Liberty Investment resulted in the addition of approximately \$179 million in cash.

The Company expects its capital expenditures and working capital requirements to increase substantially in the near future as it seeks to build and launch more satellites. The Company believes that its cash on hand is sufficient to meet its working capital and capital expenditure requirements for a period of at least two years from the date of this registration statement. However, additional funding may be required for a variety of reasons, including, but not limited to delays in the anticipated schedule to build and launch the Company's constellation of satellites. In addition, the Company's budget projections may be subject to cost overruns for reasons outside of its control and it may experience slower sales growth than anticipated, which would pose a risk to the Company achieving positive cash flow.

The net losses the Company has incurred since inception are consistent with the Company's strategy and budget. The Company will continue to incur net losses in accordance with its operating plan as it continues to expand its constellation of satellites and its operations to meet anticipated demand.

If the Company were to require additional funding or otherwise determined that it was beneficial to seek additional sources of financing, the Company believes that its strong balance sheet following the transaction should enable the Company to access financing on reasonable terms. However, there can be no assurance that such financing would be available to the Company on favorable terms or at all. If the financing is not available, or if the terms of financing are less desirable than the Company expects, it may be forced to decrease its level of investment in satellite development or scale back its operations, which could have an adverse impact on its business and financial prospects.

As the Company is an early stage growth company in the pre-commercialization stage of development, and subject to a number of risks associated with emerging, technology-oriented companies with a limited operating history, including, but not limited to, dependence on key individuals, a developing business model, initial and continued market acceptance of its services, protection of its proprietary technology and competition from substitute products and services, which could have an adverse impact on its business and financial prospects and cause the Company to seek additional financing to fund future operations.

### **Cash Flows Summary**

Presented below is a summary of the Company's operating, investing and financing cash flows:

<i>(amounts in USD)</i>	<u>Six Months Ended June 30,</u>		<u>Year Ending December 31,</u>	
	<u>2021</u>	<u>2020</u>	<u>2020</u>	<u>2019</u>
	<u>(unaudited)</u>	<u>(unaudited)</u>		
<b>Net cash flows:</b>				
Net cash flows used in operating activities	(11,682,658)	(7,144,423)	(17,330,311)	(14,070,002)
Net cash flows used in investing activities	(3,485,225)	(11,274,741)	(9,245,106)	(8,300,608)
Net cash flows from financing activities	20,403,495	2,825,620	17,780,113	27,016,353
<b>Net change in cash and cash equivalents</b>	<u>5,235,612</u>	<u>(15,593,544)</u>	<u>(8,795,304)</u>	<u>4,645,743</u>

### ***Cash Flows from Operating Activities***

The Company's cash flows used in operating activities to date have been primarily comprised of costs and expenses related to development of its products, payroll, fluctuations in accounts payable and other current assets and liabilities. As the Company expects to increase hiring in connection with the commencement of commercial operations, the Company expects its cash used in operating activities to increase significantly before it begins to generate material cash flows from its business.

Net cash used in operating activities was \$11,682,658 for the six months ended June 30, 2021 compared to \$7,144,423 for the six months ended June 30, 2020. The increase in the use of cash of \$4,538,235, or 64%, was primarily due to an increase in operating expenses related to administrative expenses driven by wages and salaries and professional fees.

Net cash used in operating activities was \$17,330,311 for the year ended December 31, 2020 compared to \$14,070,002 for the year ended December 31, 2019. The increase of \$3,260,309, or 23%, was primarily due to an increase in operating expenses related to administrative expenses driven by salaries and professional fees.

### ***Cash Flows from Investing Activities***

The Company's cash flows used in investing activities to date have been primarily comprised of purchases of satellite components and other property and equipment. The Company expects the cost of investing activities to increase substantially in the near future as it ramps up satellite production activity and factory development ahead of commencing commercial operations.

Net cash used in investing activities was \$3,485,225 for the six months ended June 30, 2021 and \$11,274,741 for the six months ended June 30, 2020. In both periods net cash used in investing activities primarily consisted of cash outflows for purchases of satellite components, laboratory equipment and other property and equipment.

Net cash used in investing activities was \$9,245,106 for the year ended December 31, 2020 and \$8,300,608 for the year ended December 31, 2019. In both periods net cash used in investing activities primarily consisted of cash outflows for purchases of satellite components, laboratory equipment and other property and equipment.

### ***Cash Flows from Financing Activities***

Net cash provided by financing activities was \$20,403,495 for the six months ended June 30, 2021, primarily due to funds received from the issuance of the Nettar Series X Preference Shares.

Net cash provided by financing activities was \$2,825,620 for the six months ended June 30, 2020, primarily due to funds received through notes debt.

Net cash provided by financing activities was \$17,780,113 for the year ended December 31, 2020, primarily due to funds received through notes debt.

Net cash provided by financing activities was \$27,016,353 for the year ended December 31, 2019, primarily due to funds received through notes debt.

### ***Debt***

The Company had \$216.8 million of outstanding indebtedness comprised of notes debt and interest bearing loans and borrowings, including embedded derivatives, as of June 30, 2021.

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In September 2020, the Company entered into the 2020 NPA with certain lenders, which provides for an annual interest rate of 5% with a maturity of 2 years.

On March 8, 2021, the Company signed an Exchange Agreement in conjunction with a Loan Agreement (the “[Exchange Agreement](#)”) with CRIL. Under the Exchange Agreement, CRIL transferred to the Company all its outstanding shares in the Company and convertible promissory notes issued to it by the Company in exchange for new debt and equity securities of the Company. Under the Exchange Agreement and the related debt document (the “[Current Loan Agreement](#)”), the Company is required to pay all amounts due to CRIL, which, as of November 30, 2021, totaled \$41,567,000, upon the closing of the Business Combination. The Current Loan Agreement includes specified affirmative and negative covenants and is secured by a security interest in (i) the Company’s equity interest in each of its subsidiaries, (ii) all intellectual property owned by the Company or its subsidiaries and (iii) all assets used in the exploitation of the Company’s satellite fleet.

Loan and Security Agreement (the “[Amendment](#)”) with CRIL which amends the Current Loan Agreement to, among other things (i) extend the date on which the Company is required to pay all amounts due under the Current Loan Agreement from the closing date of the Business Combination to December 31, 2021 if aggregate redemptions by the stockholders of the SPAC exceed 50% of the amount in the SPAC’s trust account, (or a later date if mutually agreed to by the Company and CRIL). (ii) extend the “Perfection Date” to the earlier of (a) December 31, 2021 and (b) the date the Company perfects the security interest on any collateral under its other indebtedness and (iii) make certain other conforming amendments.

In April 2021, the Company agreed with its note holders, to extend the maturity date of the 2018 and 2019 convertible notes with original due date in April 2021 and September 2021, respectively. The new maturity date for the 2018 and 2019 notes is now in April 2022. Considering the agreement to extend the maturity occurred after year-end, the corresponding debt is presented as current as of year-end. Refer to Note 10 in the unaudited consolidated financial statements of Nettar Group Inc. and Note 22 in the audited consolidated financial statements of Nettar Group Inc. included in this registration statement for additional details.

In April 2021, we incurred an additional \$26,333,457 in indebtedness, which is comprised of \$20,332,300 related to the issuance of Nettar Series X Preference Shares, and \$6,001,157 related to the net impact from the Debt and Share Exchange. Such \$6,001,157 amount represents the difference between (i) the fair market values of the 2018 and 2019 convertible notes as of the date of the Debt and Share Exchange (approximately \$30,331,558) and (ii) the fair market value of the loan agreement described below (approximately \$36,332,715).

As of September 30, 2021, the principal balance and accrued interest on the Company’s outstanding indebtedness was \$125,110,096, which included \$62,942,601 related to the Convertible Notes, \$20,947,182 related to the Nettar Series X Preference Shares and \$41,220,313 related to the Columbia Loan. In connection with the Closing, the outstanding debt under the Convertible Notes and the Nettar Series X Preference Shares was satisfied in exchange for Class A Ordinary Shares and the outstanding debt under the Columbia Loan was satisfied in exchange for warrants to purchase Class A Ordinary Shares.

On December 23, 2021, the Company entered into the Promissory Note with CF Securities and incurred a loan for an aggregate total amount of \$7,500,000. In connection with the Closing and pursuant to the Promissory Note Waiver Letter, the outstanding debt under this loan was extinguished in satisfied for Class A Ordinary Shares.

The Company may determine, based on changes in its expected cash flow needs or because it deems it beneficial, to incur additional indebtedness.

### **Critical Accounting Policies and Estimates**

Nettar Group Inc.'s financial statements have been prepared in accordance with IFRS. The preparation of these financial statements requires Nettar Group Inc. to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the financial statements, as well as the reported expenses incurred during the reporting periods. Nettar Group Inc.'s estimates are based on its historical experience and on various other factors that the Company believes are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources.

Actual results may differ from these estimates under different assumptions or conditions. The Company believes that the accounting policies discussed below are critical to understanding its historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

While the Company's significant accounting policies are described in the notes to its financial statements, the Company believes that the following accounting policies require a greater degree of judgment and complexity and are the most critical to understanding its financial condition and historical and future results of operations.

#### ***Share-Based Compensation***

Prior to completion of the Business Combination, as the Ordinary Shares were not listed on a public marketplace, the calculation of the fair value of the Ordinary Shares was subject to a greater degree of estimation in determining the basis for share-based awards that were issued. Given the absence of a public market, the Company was required to estimate the fair value of the Ordinary Shares at the time of each grant. The Company considered objective and subjective factors in determining the estimated fair value and utilized third-party valuation experts to determine the grant date share price using a Black-Scholes model. Under the Black-Scholes model, the Company determined the value of the Ordinary Shares based on interpolating from the valuations in its most recent external equity financing rounds and, when applicable, an expected valuation for an initial public offering of the Ordinary Shares, subject to discounts for the probability and timing of an exit event and lack of marketability, among other factors.

The assumptions underlying the valuations represent the Company's best estimates, which involve inherent uncertainties and the application of management judgment. As a result, if the Company used significantly different assumptions or estimates, the share-based compensation expense for prior periods could have been materially different.

#### ***Convertible Notes, Embedded Derivatives and Nettar Series X Preference Shares***

The initial fair value of Nettar's convertible notes and Nettar Series X Preference Shares (before bifurcation of the embedded derivatives) and the subsequent measurement of the embedded derivatives was calculated using an internal valuation model where many of the input parameters are not observable. The assumptions underlying the valuations represent the Company's best estimates, which involve inherent uncertainties and the application of management's judgment. As a result, if the Company used significantly different assumptions or estimates, the change in the fair value of the convertible notes, Nettar Series X Preference Shares and embedded derivatives could have been materially different. Refer to Notes 20 and 22 in the accompanying audited consolidated financial statements of the Company and Notes 5, 6 and 10 in the accompanying unaudited consolidated statements of the Company included elsewhere in this registration statement for a description of the valuation model and input parameters used. All of the Company's outstanding convertible notes were converted into Class A Ordinary Shares upon the consummation of the Business Combination.



### **Impairment of Assets**

The carrying amount of the Company's assets are reviewed at each reporting date to determine whether there is an indication of impairment in the value of the assets. It should be noted that there are few fixed assets outside of the satellites which include tools, equipment, furniture and fixtures, computers and leasehold improvements. The Company does not own any buildings or land.

As the Company triggered indicators of impairment due to the losses incurred in its pre-revenue stage, an impairment test was performed as of June 30, 2021 and December 31, 2020. The Company concluded that no impairment loss was necessary for any of its fixed assets as the Company's expected future cashflows exceeded the book value of fixed assets.

Estimates of future cash flows are highly subjective judgments based on management's experience and knowledge of the Company's operations. These estimates can be significantly impacted by many factors, including changes in global economic conditions, operating costs, obsolescence of technology and competition.

If the Company's estimates or underlying assumptions change in the future, it may be required to record impairment charges. If the recoverable amount of an asset is less than its carrying amount, the carrying amount of the asset shall be reduced to its recoverable amount. That reduction is an impairment loss that shall be recognized in profit or loss.

### **Emerging Growth Company Status**

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 ("**JOBS Act**") exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can choose not to take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable.

The Company is an "emerging growth company" as defined in Section 2(a) of the Securities Act and has elected to take advantage of the benefits of the extended transition period for new or revised financial accounting standards. The Company expects to remain an emerging growth company at least through the end of the 2022 fiscal year and the Company expects to continue to take advantage of the benefits of the extended transition period, although it may decide to early adopt such new or revised accounting standards to the extent permitted by such standards. This may make it difficult or impossible to compare the Company's financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions because of the potential differences in accounting standards used.

### **Recent Accounting Pronouncements**

Refer to the audited consolidated financial statements included elsewhere in this registration statement for more information about recent accounting pronouncements, the timing of their adoption and the Company's assessment, to the extent it has made such an assessment, of their potential impact on the Company's financial condition and its results of operations and cash flows.

### **Quantitative and Qualitative Disclosures about Market Risk**

The Company is exposed to a variety of market and other risks, including the effects of changes in interest rates and foreign currency risk, as well as risks regarding the availability of funding sources, hazard events and specific asset risks.

**Interest Rate Risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company holds cash and cash equivalents for working capital purposes. As of June 30, 2021, the Company had cash and cash equivalents of \$23,342,871, consisting primarily of operating and savings accounts which are not affected by changes in the general level of interest rates.

The Company's policy is to maintain borrowings at fixed rates of interest. The Company's exposure to the risk of changes in market interest rates relates primarily to the rollover of the Company's notes debt obligations and interest bearing loans and borrowings, which bear fixed interest rates. Therefore, the Company considers that it is not subject to significant interest rate risk.

**BOARD OF DIRECTORS AND EXECUTIVE MANAGEMENT****Board of Directors**

The names and ages of the Company's current directors are listed in the table below.

<u>Name</u>	<u>Age</u>	<u>Class</u>	<u>Committees</u>	<u>Independence</u>
Emiliano Kargieman	46	Class III	None.	Non-Independent
Ted Wang	52	Class I	Audit.	Independent
Marcos Galperin	49	Class III	Audit.	Independent
Brad Halverson	61	Class III	Audit (Chairperson).	Independent
Howard Lutnick	60	Class II	None.	Non-Independent
Steven Terner Mnuchin	59	Class I	None.	Non-Independent
Joseph Dunford	66	Class I	None.	Independent

**Emiliano Kargieman.** Mr. Kargieman serves as the Chief Executive Officer of the Company. Mr. Kargieman founded Nettar and has served as its Chief Executive Officer since July 2010. Prior to founding Nettar, Mr. Kargieman founded Core Security Technologies, which developed automated penetration testing software, and co-founded and Directed Aconcagua Ventures, which focused on investing and developing high-tech startups in Latin America to be global businesses. Mr. Kargieman has also founded various other technology startups, including GarageLab, a problem-solving laboratory based on an innovative multidisciplinary approach involving science, technology, art and business. He has independently consulted for several corporations and government agencies and served as a Member of the Special Projects Group at the World Bank. Mr. Kargieman has a formal background in number theory and philosophy.

**Ted Wang.** Mr. Wang has been a partner at Cowboy Ventures, a venture capital fund focused on enterprise and consumer oriented software-driven companies since February 2017. Prior to joining Cowboy Ventures, Mr. Wang was a partner at Fenwick & West, LLP, focusing his practice on emerging technology companies from October 2006 to January 2017. Mr. Wang also serves on the boards of directors of several private companies, including companies providing robotic automation software, developer operations software and software applying artificial intelligence. Mr. Wang hold a B.A. in history and Latin from Duke University and a J.D. from the University of Virginia.

**Marcos Galperin.** Mr. Galperin is the Chairman, President and CEO of MercadoLibre, the largest e-commerce website in Latin America, which he co-founded in 1999. He also served as a director of Globant S.A. (NYSE: GLOB) until his resignation in April 2020. Mr. Galperin also worked in the fixed income department of J.P. Morgan Securities Inc. in New York from June to August 1998 and at YPF S.A., an integrated oil company, in Buenos Aires, Argentina, where he was a Futures and Options Associate and managed YPF's currency and oil derivatives program from 1994 to 1997. Mr. Galperin received an MBA from Stanford University and graduated with honors from the Wharton School of the University of Pennsylvania.

**Brad Halverson.** Mr. Halverson is the former Group President and CFO of Caterpillar, a Fortune 100 company and the world's leading manufacturer of construction and mining equipment, diesel and gas engines, turbines, and locomotives where he served from 2013 to 2018. He joined Caterpillar in 1988, serving in various roles of increasing responsibility including leading the Caterpillar Financial Business unit as well as the Human Resources, Global Supply Chain and Information Services Functions. Mr. Halverson currently serves on the boards of Sysco Corporation, where he is the audit committee chairman, and Lear Corporation. He also previously served as a director for the U.S. Chamber of Commerce. Mr. Halverson attended the University of Illinois, where he received a Bachelor of Science Degree in Accounting and an Executive Masters of Business Administration. He is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

**Howard W. Lutnick.** Mr. Lutnick is the Chairman and Chief Executive Officer of Cantor Fitzgerald, L.P. ("Cantor"). Mr. Lutnick joined Cantor in 1983 and has served as Chief Executive Officer of Cantor since 1992

and as Chairman since 1996. Mr. Lutnick's company, CF Group Management, Inc. ("CFGM"), is the managing general partner of Cantor. Mr. Lutnick is also the Chairman of the Board of Directors of BGC Partners, Inc. and its Chief Executive Officer, positions in which he has served from June 1999 to the present. In addition, Mr. Lutnick has served as Chairman of Newmark Group, Inc. since 2016. Mr. Lutnick served as the Chairman and Chief Executive Officer of CF Acquisition Corp. V from April 2020 until consummation of its business combination with Satellogic in January 2022 and has served as a director of Satellogic since January 2022. Mr. Lutnick also served as the Chairman and Chief Executive Officer of CF Finance Acquisition Corp. from October 2015 until consummation of its business combination with GCM Grosvenor, Inc. in November 2020, CF Finance Acquisition Corp. II from September 2019 until consummation of its business combination with View, Inc. in March 2021, and CF Finance Acquisition Corp. III from January 2020 until consummation of its business combination with AEye, Inc. in August 2021. Mr. Lutnick also serves as the Chairman and Chief Executive Officer of CF Acquisition Corp. IV since January 2020, CF Acquisition Corp. VI since April 2020, CF Acquisition Corp. VII since July 2020 and CF Acquisition Corp. VIII since July 2020. Mr. Lutnick is a member of the Board of Directors of the National September 11 Memorial & Museum, the Board of Directors of the Partnership for New York City, the Board of Directors of the Horace Mann School, and the Board of Overseers of The Hoover Institution. In addition, Mr. Lutnick has served as Chairman and Chief Executive Officer of each of Cantor Fitzgerald Income Trust, Inc. (formerly known as Rodin Global Property Trust, Inc.) and Rodin Income Trust, Inc. since February 2017 and as President of Rodin Income Trust, Inc. since January 2018.

**Steven Terner Mnuchin.** Secretary Steven T. Mnuchin serves as the Managing Partner of Liberty Strategic Capital and chairs the firm's Investment Committee. Prior to founding Liberty, he served as the 77th Secretary of the Treasury from February 2017 through January 2021. As Secretary, Mr. Mnuchin was responsible for leading the U.S. Treasury, whose mission is to maintain a strong economy, foster economic growth, and create job opportunities by promoting the conditions that enable prosperity at home and abroad. He was also responsible for strengthening national security by combating economic threats and protecting our financial system, as well as managing the U.S. Government's finances. Mr. Mnuchin also oversaw Cybersecurity for Financial Services, IRS, and US Treasury Bureaus.

Secretary Mnuchin played a pivotal role in advancing the Administration's economic agenda, including the passage and implementation of the Tax Cuts and Jobs Act and the CARES Act. He also led the Treasury Department's regulatory reform efforts. Secretary Mnuchin was chair of the Committee on Foreign Investment in the United States (CFIUS) and was a member of the National Security Council. He was responsible for using economic tools to combat terrorist financing and other threats to the United States and our allies. Prior to his confirmation, he served as Founder, Chairman, and Chief Executive Officer of Dune Capital Management. He founded OneWest Bank Group LLC and served as its Chairman and Chief Executive Officer until its sale to CIT Group Inc. Earlier in his career, Secretary Mnuchin worked at The Goldman Sachs Group, Inc., where he was a Partner and served as Chief Information Officer. He has extensive experience in global financial markets and investments.

Secretary Mnuchin is committed to philanthropic activities and previously served as a Member of the Boards of the Museum of Contemporary Art Los Angeles (MOCA), the Whitney Museum of Art, the Hirshhorn Museum and Sculpture Garden on the Mall, the UCLA Health System Board, the New York Presbyterian Hospital Board, and the Los Angeles Police Foundation. He was born and raised in New York City. Secretary Mnuchin holds a BA from Yale University.

**Joseph Dunford.** General Joseph F. Dunford, Jr. (Ret.) serves as a Senior Managing Director of Liberty Strategic Capital and as a member of the firm's Investment Committee. Prior to joining Liberty, General Dunford served as the 19th Chairman of the Joint Chiefs of Staff. In that capacity, he was the senior ranking U.S. officer and the principal military advisor to the President, Secretary of Defense, and the National Security Council. General Dunford was commissioned in 1977 and led Marines at all levels, to include commanding the 2nd Battalion, 6th Marines and commanding the 5th Marine Regiment during Operation Iraqi Freedom. He also served as the Assistant Division Commander of the 1st Marine Division in Iraq, Commanded I Marine Expeditionary

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Force, and served as the Commander, Marine Forces U.S. Central Command. His experience in leading large organizations at the strategic level included serving as the Commandant of the Marine Corps, the Assistant Commandant of the Marine Corps, and the Commander of U.S. Forces and NATO Forces in Afghanistan.

General Dunford currently serves as the Chairman of the Board of the Injured Marine Semper Fi and America's Fund and as a senior fellow at the Belfer Center for Science and International Affairs, Harvard Kennedy School. He serves as a director on the boards of the Lockheed Martin Corporation, Bessemer Securities Corporation, the Travis Manion Foundation, and the Atlantic Council. He is a co-chair of the Japan-U.S. Military Statesmen Forum. He is a graduate of St. Michael's College and has graduate degrees from Georgetown University and the Fletcher School of Law and Diplomacy, Tufts University.

### **Independence of our Board of Directors**

All of our directors except Emiliano Kargieman, Howard Lutnick and Steven Mnuchin are independent directors as defined in the Nasdaq listing standards and applicable SEC rules. The Board of Directors has an independent audit committee.

### **Board Committees**

#### ***Audit Committee***

Our audit committee is responsible for, among other things:

- appointing, compensating, retaining, evaluating, terminating and overseeing our independent registered public accounting firm;
- discussing with our independent registered public accounting firm their independence from management;
- reviewing, with our independent registered public accounting firm, the scope and results of their audit;
- approving all audit and permissible non-audit services to be performed by our independent registered public accounting firm;
- overseeing the financial reporting process and discussing with management and our independent registered public accounting firm the annual financial statements that we file with the SEC;
- overseeing our financial and accounting controls and compliance with legal and regulatory requirements;
- reviewing our policies on risk assessment and risk management;
- reviewing related person transactions; and
- establishing procedures for the confidential anonymous submission of concerns regarding questionable accounting, internal controls or auditing matters.

The Company's audit committee consists of Brad Halverson, as Chairperson and Ted Wang and Marcos Galperin, as members. Each qualifies as an independent director according to the rules and regulations of the SEC and Nasdaq with respect to audit committee membership. In addition, all of the audit committee members meet the requirements for financial literacy under applicable SEC and Nasdaq rules and at least one of the members qualifies as an "audit committee financial expert," as such term is defined in Item 407(d) of Regulation S-K. The written charter for the audit committee, is available on the Company's website. The reference to the Company's website address in this prospectus does not include or incorporate by reference the information on the Company's website into this prospectus.

### **Nominating Committee**

As a foreign private issuer, the Company is not required to and does not presently have a compensation committee. The Company does intend to form a nominating committee in the future.

The Company's Nominating Committee will be responsible for, among other things:

- identifying individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors;
- overseeing succession planning for our Chief Executive Officer and other executive officers;
- periodically reviewing our board of directors' leadership structure and recommending any proposed changes to our board of directors; and
- overseeing an annual evaluation of the effectiveness of our board of directors and its committees.

The Board will adopt a new written charter for the nominating committee, which will be available on the Company's website after adoption. The reference to the Company's website address in this prospectus does not include or incorporate by reference the information on the Company's website into this prospectus.

Additionally, pursuant to a written agreement, a copy of which is filed as an exhibit to the Registration Statement, following the consummation of the Business Combination and so long as Hannover holds at least 4% of the outstanding Ordinary Shares, Hannover shall have the right to nominate a person of its choice, reasonably acceptable to the Company, to serve on the Board as a director; subject to compliance with the independence requirements of Rule 5605 of the Nasdaq rules; provided that such director nominee agrees to be bound by such confidentiality, insider trading and other policies applicable to directors of the Company as adopted by the Board. The Company has agreed to take all necessary actions to cause such nominee to be appointed to the Board.

### **Compensation Committee**

As a foreign private issuer, the Company is not required to and does not presently have a compensation committee. The Company does intend to form a compensation committee in the future.

Our compensation committee will be responsible for, among other things:

- reviewing and approving the corporate goals and objectives, evaluating the performance of and reviewing and approving (either alone or, if directed by the board of directors, in conjunction with a majority of the independent members of the board of directors) the compensation of our Chief Executive Officer;
- overseeing an evaluation of the performance of and reviewing and setting or making recommendations to our board of directors regarding the compensation of our other executive officers;
- reviewing and approving or making recommendations to our board of directors regarding our incentive compensation and equity-based plans, policies and programs;
- reviewing and approving all employment agreement and severance arrangements for our executive officers;
- making recommendations to our board of directors regarding the compensation of our directors; and
- retaining and overseeing any compensation consultants.

The Board will adopt a new written charter for the compensation committee, which will be available on the Company's website after adoption. The reference to the Company's website address in this prospectus does not include or incorporate by reference the information on the Company's website into this prospectus.

## Risk Oversight

The Board is responsible for overseeing our risk management process. The Board focuses on our general risk management strategy, the most significant risks facing us, and oversees the implementation of risk mitigation strategies by management. Our audit committee is also responsible for discussing our policies with respect to risk assessment and risk management. Our Board believes its administration of its risk oversight function has not negatively affected our Board's leadership structure.

## Code of Ethics

Our Board adopted a Code of Ethics applicable to our directors, executive officers and team members that complies with the rules and regulations of Nasdaq and the SEC. The Code of Ethics is available on the Company's website. In addition, the Company has posted on the Corporate Governance section of its website all disclosures that are required by law or Nasdaq listing standards concerning any amendments to, or waivers from, any provision of the Code of Ethics. The reference to the Company's website address in this prospectus does not include or incorporate by reference the information on the Company's website into this prospectus.

## Compensation of Directors

The Company's executive compensation program reflects the Company's compensation policies and philosophies, as they may be modified and updated from time to time.

Decisions with respect to the compensation of our executive officers, including our named executive officers, will be made by the compensation committee of the Board. The Company's executive compensation programs for 2021 are further described below under "*Board Of Directors And Executive Management—Executive Compensation*".

Each of our non-employee directors will be paid a cash retainer of \$60,000 per year and an additional \$20,000 retainer per year will be paid to Brad Halverson, the chairperson of the audit committee. The Company will make an annual grant of equity in the Company valued at \$175,000 to each non-employee director which will vest one year following grant.

## Executive Officers

The names, ages, and current positions of the Company's current executive officers are listed in the table below. For biographical information concerning Mr. Kargieman, see "*— Board of Directors*" above. The business address for our executive officers is c/o Satellogic Inc., Ruta 8 Km 17,500, Edificio 300 Oficina 324 Zonamérica Montevideo, 91600, Uruguay.

<u>Name</u>	<u>Age</u>	<u>Title</u>
Emiliano Kargieman	46	Chief Executive Officer
Rick Dunn	53	Chief Financial Officer
Aviv Cohen	50	Chief Operations Officer
Gerardo Richarte	47	Chief Information Security Officer
Rebeca Brandys	46	General Counsel

**Rick Dunn.** Mr. Dunn serves as the Chief Financial Officer of the Company since January 2019. Prior to joining the Company, Mr. Dunn served as Chief Executive Officer of PowerTeam Services, LLC, a super-regional utility service company, from February 2018 to November 2018 and as Executive Vice President and Chief Financial Officer at ACN Inc., a telecommunications company, from October 2014 to January 2018. Mr. Dunn also served as SVP & Chief Financial Officer at Trilogy International Partners, a wireless carrier, and as Corporate Controller for Western Wireless International. In addition, his experience includes 10 years with the public accounting firm of Grant Thornton LLP. Mr. Dunn is a Certified Public Accountant (Inactive) and holds a B.A.A. degree in business accounting from Pacific Lutheran University and an M.B.A. from Seattle University.

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**Aviv Cohen.** Mr. Cohen serves as Chief Operations Officer of the Company since January 2021 and previously served in various roles at Nettar, including as Interim Vice President of Engineering from September 2019 to February 2020, Vice President of Sales from January 2019 to August 2019 and in various business development roles from August 2016 until December 2018. Previously, Mr. Cohen held business development and engineering roles at Nettar. Before joining the Company, Mr. Cohen ran operations and sales for several technology startups, including Fraud Sciences (acquired by PayPal) and Core Security Technologies, where he was instrumental in growing the business from very early start-up stage to a position of industry leadership in their respective markets. Subsequent to the PayPal acquisition, he headed Risk Management for PayPal's European business unit. Earlier in his career, Mr. Cohen focused on software development and technology.

Mr. Cohen served as an officer in the Israeli Intelligence. Mr. Cohen holds a B.S. in computer science from Tel Aviv University and an M.B.A. and M.S. in electrical engineering and computer science from the Massachusetts Institute of Technology.

**Gerardo Richarte.** Mr. Richarte has served as Chief Information Security Officer of the Company since February 2021 and has served as the Company's Chief Technology Officer since July 2010. Prior to joining the Company, Mr. Richarte founded Disarmista, a specialized boutique engineering and reverse-engineering services company. Previously, Mr. Richarte co-founded Core Security Technologies, where he has served as R&D Leader and developed the first automated penetration testing software. He has also independently consulted and taught courses for big corporations and government agencies around the world. Mr. Richarte has a background in computer programming, electronics and mathematics.

**Rebecca Brandys.** Ms. Brandys has served as General Counsel of the Company since February 2021. Prior to joining the Company, Ms. Brandys served as Legal Director of CommScope Inc., a global communications infrastructure network company, overseeing the Middle East, Africa and Southern Europe operations from May 2016 to February 2021. Prior to joining CommScope Inc., Ms. Brandys served as Legal Director, EMEA of Burger King Corporation from May 2015 to May 2016, as General Counsel of Oracle Team USA, the US sailing team competing in the America's Cup in San Francisco, CA where she managed corporate, commercial, intellectual property, employment, contract and licensing functions for the team globally between March 2009 to January 2014, and as a corporate attorney at several law firms from October 1999 to December 2008, including Stephenson Harwood in Madrid, Spain and Bonelli Erede Pappalardo in Rome, Italy. Ms. Brandys holds a J.D. from Universidad Complutense de Madrid, a French law degree from Aix-Marseille University, an LL.M. from Boston University School of Law and completed a Ph.D. in law program at the European University Institute in Florence, Italy focusing on privacy law on both sides of the Atlantic. Ms. Brandys is qualified to practice law in New York, Spain and Italy.

### **Executive Compensation**

For the year ended December 31, 2020, the Company's executive officers received cash compensation of \$2,205,616, termination benefits of \$201,923, and non-cash compensation of \$1,286,489 totaling \$3,694,028.

### **Executive Compensation Plans**

At Closing, the Company established an equity incentive plan (the "EIP") for service providers of the Company and its subsidiaries, which provides for an aggregate share reserve thereunder, together with the current share reserve equal to ten percent of the Ordinary Shares and Warrants issued immediately following the Closing.

### **Employment Agreements**

*Chief Executive Officer.* Emiliano Kargieman was appointed as Chief Executive Officer of Nettar effective November 13, 2013. He entered into his most recent employment agreement with the Company on October 5,



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2021. Under the agreement, Mr. Kargieman will receive an annual salary of €442,130, plus standard Company benefits that may be reviewed, but not necessarily increased, from time to time. In addition, Mr. Kargieman is subject to confidentiality provisions and non-solicitation restrictive covenants for a period following the termination of his employment.

## DESCRIPTION OF SECURITIES

### **Authorized Shares**

We are authorized to issue an unlimited number of shares of \$0.0001 par value each divided into two classes as follows: class A ordinary shares (referred to herein as Class A Ordinary Shares); and class B ordinary shares (referred to herein as Class B Ordinary Shares).

### **Register of Members**

Under the BVI Act, shares in the Company are deemed to be issued when the name of the shareholder is entered in our register of members. Our register of members is maintained by our transfer agent Continental Stock Transfer & Trust Company. If (a) information that is required to be entered in the register of members is omitted from the register or is inaccurately entered in the register, or (b) there is unreasonable delay in entering information in the register, a shareholder of the Company, or any person who is aggrieved by the omission, inaccuracy or delay, may apply to the BVI Court for an order that the register be rectified, and the Court may either refuse the application or order the rectification of the register, and may direct the Company to pay all costs of the application and any damages the applicant may have sustained.

### **Class A Ordinary Shares**

The following summarizes the rights of holders of our Class A Ordinary Shares:

- each holder of Class A Ordinary Shares is entitled to one vote per share on all matters to be voted on by shareholders generally, including the election of directors;
- holders of Class A Ordinary Shares vote together with holders of Class B Ordinary Shares;
- the holders of our Class A Ordinary Shares are entitled to dividends and other distributions, *pari passu* with our Class B Ordinary Shares, as may be declared from time to time by our board of directors out of funds legally available for that purpose, if any, and pursuant to the Company Governing Documents, all dividends unclaimed for six years after having been declared shall be forfeited and shall revert to the Company; and
- upon our liquidation, dissolution or winding up, the holders of Class A Ordinary Shares will be entitled to share ratably, *pari passu* with our Class B Ordinary Shares, in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities.

### **Class B Ordinary Shares**

The following summarizes the rights of holders of our Class B Ordinary Shares:

- each holder of Class B Ordinary Shares is entitled to 1.463844005 votes per share on all matters to be voted on by shareholders generally, including the election of directors (the “**Class B Vote Per Share**”) with the Class B Vote Per Share being subject to automatic adjustment as provided for in the manner described in the paragraph below entitled ‘*Automatic Adjustment to Class B Vote Per Share*’;
- holders of Class B Ordinary Shares vote together with holders of Class A Ordinary Shares;
- the holders of our Class B Ordinary Shares are entitled to dividends and other distributions, *pari passu* with our Class A Ordinary Shares, as may be declared from time to time by our board of directors out of funds legally available for that purpose, if any, and pursuant to the Company Governing Documents, all dividends unclaimed for six years after having been declared shall be forfeited and shall revert to the Company;
- upon our liquidation, dissolution or winding up, the holders of Class B Ordinary Shares will be entitled to share ratably, *pari passu* with our Class B Ordinary Shares, in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities;

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- each Class B Ordinary Share shall be convertible into one Class A Ordinary Share at the option of the holder of such Class B Ordinary Shares at any time;
- each Class B Ordinary Share shall automatically convert into one Class A Ordinary Share: (a) upon the expiry of the period of five years from the date that Class A Ordinary Shares (or depositary receipts therefor) are first listed or quoted on a Recognised Exchange (as defined in the BVI Act); (b) where the holder of the Class B Ordinary Share transfers the Class B Ordinary Shares to a person other than a person who falls into to certain categories of permitted transferee specified in the Company Governing Documents; or (c) where the Class B Ordinary Share concerned is transferred to such a permitted transferee but such transferee ceases to fulfil certain criteria specified in the Company Governing Documents; and
- each Class B Ordinary Share is subject to restrictions on its transfer by virtue of which a Class B Ordinary Share may only be transferred as permitted by the Company Governing Documents and applicable securities laws.

### ***Automatic Adjustment to Class B Vote Per Share***

- The Class B Vote Per Share as described above is subject to automatic adjustment in the manner described in this paragraph.
- If before the occurrence of a Cessation Event, the Liberty Warrantheadholder exercises any Liberty Warrants, then the Class B Vote Per Share shall be automatically increased such that the number of votes represented by all Class B Ordinary Shares is increased by the Class B Vote Ratchet, and the Class B Vote Per Share shall be increased by (i) the Class B Vote Ratchet divided by (ii) the total number of Class B Ordinary Shares then issued and outstanding. Following the occurrence of a Cessation Event, there shall be no further adjustments to the Class B Votes Per Share.
- For the purposes of the foregoing:
  - a “**Cessation Event**” occurs when the Liberty Subscriber and/or its Relevant Affiliates carry out a Transfer, in the aggregate with all prior Transfers of Liberty Subscriber Shares, Liberty Subscriber Warrant Shares and Shares purchased by exercise of the Liberty Advisory Fee Warrants by the Liberty Subscriber, Liberty IM and their Relevant Affiliates, to any person(s) who are not Relevant Affiliates of the Liberty Subscriber or Liberty IM economic ownership of a number of Liberty Subscriber Shares, Liberty Subscriber Warrant Shares and Shares purchased by exercise of the Liberty Advisory Fee Warrants such that the Liberty Subscriber, the Liberty IM and their Relevant Affiliates no longer hold the economic ownership in an aggregate of at least 6,666,666 Class A Ordinary Shares and the term “Cessation Event” shall be construed accordingly.
  - “**Class B Vote Ratchet**” means, for any Liberty Warrants being exercised by a Liberty Warrantheadholder, a product equal to (i) the number of Class A Ordinary Shares purchased upon the exercise of Liberty Warrants by such Liberty Warrantheadholder, multiplied by (ii) (A) the remainder of (I) the VWAP Price, minus (II) the applicable exercise price for such Liberty Warrant, divided by (B) the VWAP Price, multiplied by (iii) (A) the number of Class B Ordinary Shares issued and outstanding as of the relevant date, divided by (B) the number of Class B Ordinary Shares issued and outstanding as of the Liberty Closing (adjusted for divisions of Shares, combinations of Shares and the like). For the avoidance of doubt, in the event any Liberty Warrants are exercised on a net settlement basis, the Class B Vote Ratchet with respect to such Liberty Warrants shall equal (i) the number of Class A Ordinary Shares being issued to the Liberty Warrantheadholder in respect of such exercise multiplied by (ii) (A) the number of Class B Ordinary Shares issued and outstanding as of the relevant date, divided by (B) the number of Class B Ordinary Shares issued and outstanding as of the Liberty Closing (adjusted for divisions of Shares, combinations of Shares and the like).

- “**Liberty Advisory Fee Warrants**” means the warrants to purchase Class A Ordinary Shares issued to the Liberty IM as an advisory fee at the Liberty Closing pursuant to the Liberty Letter Agreement.
- “**Liberty Closing**” means the date of completion of the purchase of Class A Ordinary Shares and Liberty Warrants pursuant to the Liberty Subscription Agreement.
- “**Liberty IM**” means Liberty 77 Capital L.P., a Delaware limited partnership and the manager of the Liberty Subscriber.
- “**Liberty Letter Agreement**” means the letter agreement dated as of January 18, 2022 (as amended, modified or supplemented from time to time) between the Company, the Liberty Subscriber and the other parties thereto.
- “**Liberty Lock-Up Period**” means the period commencing on the Liberty Closing and expiring on the first (1st) anniversary of the Merger Transaction Closing.
- “**Liberty Subscriber**” means Liberty Strategic Capital (SATL) Holdings, LLC, a Cayman Islands limited liability company (or any Permitted Transferee which is a Related Affiliated).
- “**Liberty Subscriber Securities**” means the Liberty Subscriber Shares, Liberty Warrants and the Liberty Subscriber Warrant Shares.
- “**Liberty Subscriber Shares**” means the Class A Ordinary Shares purchased on the Liberty Closing pursuant to the Liberty Subscription Agreement.
- “**Liberty Subscription Agreement**” means the subscription agreement dated as of January 18, 2022 between CF Acquisition Corp. V, the Company and the Liberty Subscriber.
- “**Liberty Subscriber Warrant Shares**” means Class A Ordinary Shares issued upon the exercise of a Liberty Warrant.
- “**Liberty Warrants**” means the warrants to purchase Class A Ordinary Shares subscribed for by the Liberty Subscriber pursuant to the Liberty Subscription Agreement and by the Liberty IM pursuant to the Liberty Letter Agreement.
- “**Liberty Warrantholder**” means the holder of a Liberty Warrant, solely to the extent the Liberty Warrant is held by the Liberty Subscriber or a Relevant Affiliate.
- “**Merger Agreement**” means the agreement and plan of merger dated as of 5 July 2021 (as amended, modified or supplemented from time to time) among the Company, CF Acquisition Corp. V, Ganymede Merger Sub 1 Inc., Ganymede Merger Sub 2 Inc., and Nettar Group Inc.
- “**Merger Transactions**” means the transactions contemplated by the Merger Agreement.
- “**Merger Transaction Closing**” means the consummation of the Merger Transactions.
- “**Permitted Transferee**” means any entity to whom Liberty Subscriber or a Permitted Transferee is permitted to Transfer Subscriber Securities prior to the expiration of the Liberty Lock-Up Period.
- “**Relevant Affiliate**” means, with respect to any specified person, any other person or group of persons acting together that, directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such specified person (where the term “control” (and any correlative terms) means the possession, direct or indirect, of 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). Notwithstanding the foregoing, in relation to the Liberty Subscriber only entities that are managed by the Liberty IM or an Affiliate (as defined in the Company Governing Documents) of the Liberty IM shall be regarded as being Relevant Affiliates of the Liberty Subscriber.

- “**Transfer**” means:
  - sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the United States Securities Exchange Act of 1934 (the “**Exchange Act**”) with respect to any relevant securities;
  - enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any relevant securities; and/or
  - publicly announce any intention to effect any transaction specified in (A) or (B) of this definition.
- “**VWAP Price**” means, as of any trading day during which a Warrant is exercised by Liberty Warrantholder, the volume weighted average price of a Class A Ordinary Share over the course of the 30-day period ending on the trading day immediately prior to such trading day.

By way of illustration of how the Class B Vote Per Share shall be subject to adjustment as provided for under this Clause 7.2, if the Class B Vote Per Share is 1.5, as of the Liberty Closing, there were 12,000,000 Class B Ordinary Shares issued and outstanding, as of the applicable date there are 9,000,000 Class B Ordinary Shares issued and outstanding, and (prior to the occurrence of a Cessation Event), a Liberty Warrantholder purchases 1,000,000 Class A Ordinary Shares pursuant to the exercise of Liberty Warrants with an exercise price of US\$15.00 on a trading day when the VWAP of a Class A Ordinary Share is US\$20.00, the Class B Vote Ratchet will equal (i) 1,000,000, multiplied by (ii) (A) (I) US\$20.00 minus (II) US\$15.00, divided by (B) US\$20.00, multiplied by (iii) (A) 9,000,000 divided by (B) 12,000,000, the number of votes represented by all Class B Ordinary Shares will be increased by 187,500, and the Class B Vote Per Share will be increased by 187,500 divided by 9,000,000 (i.e. from 1.5, to 1.5020833).

For the avoidance of doubt, if the Liberty Subscriber, the Liberty IM, or any Relevant Affiliate purchases or sells Class A Ordinary Shares other than purchases in connection with the exercise of the Liberty Warrants, the Class B Vote Ratchet will not apply and there will be no change to the Class B Vote Per Share.

### **Preference Shares**

The rights, preferences and privileges of Ordinary Shares are subject to, and may be adversely affected by, the rights of the holders of any other class of shares that we may designate in the future having such rights as specified by the board of directors pursuant to the resolution of directors approving the creation of such class of shares. The directors shall not require any approval of the shareholders or any class of shareholders in respect of the creation or issuance of Preference Shares and the related amendment to the Company Governing Documents.

### **Warrants**

#### **\$10.00 Liberty Warrants**

Each \$10.00 Liberty Warrant is exercisable for one Class A Ordinary Share and only whole warrants are exercisable. The exercise price of the \$10.00 Liberty Warrants is \$10.00 per share, subject to adjustment as described in the Liberty Warrant Agreement or the Advisory Fee Warrant Agreement, as applicable. The \$10.00 Liberty Warrants issuable pursuant to the Liberty Warrant Agreement may be exercised only during the period commencing on the date of the Liberty Closing, and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date of the Liberty Closing, (y) the liquidation of the Company or (z) the redemption date as provided in Section 6.1 of the Liberty Warrant Agreement. The \$10.00 Liberty Warrants issuable pursuant to the Advisory Fee Warrant Agreement may be exercised only during the period commencing on the date that is one year following the Liberty Closing, and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date of the Liberty

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Closing, (y) the liquidation of the Company or (z) the redemption date as provided in Section 6.1 of the Advisory Fee Warrant Agreement. Redemptions of warrants for cash pursuant to the Liberty Warrant Agreement or Advisory Fee Warrant Agreement, as applicable, once the \$10.00 Liberty Warrants become exercisable and prior to their expiration, may be redeemed (i) in an amount not less than all of the outstanding \$10.00 Liberty Warrants, (ii) at a price of \$0.01 per warrant, (iii) upon not less than 30 days' prior written notice of redemption to each warrant holder, and (iv) if, and only if, the reported last sale price of the Class A Ordinary Shares equals or exceeds \$18.00 per share for any 20 trading days within a 30-trading day period ending three business days before sending the notice of redemption to each warrant holder. Management has the option to require all holders that wish to exercise the public warrants to do so on a "cashless basis," as described in the Liberty Warrant Agreement or Advisory Fee Warrant Agreement, as applicable. The \$10.00 Liberty Warrants may not be redeemed for so long as they are held by Liberty or its permitted warrant transferees.

The foregoing description of the \$10.00 Liberty Warrants is qualified in its entirety by reference to the full text of the Liberty Warrant Agreement and the Advisory Fee Warrant Agreement, each filed hereto as Exhibits 10.18 and 10.19, respectively.

### **\$11.50 Warrants**

Each \$11.50 Warrant is exercisable for one Class A Ordinary Share and only whole warrants are exercisable. The exercise price of the \$11.50 Warrants is \$11.50 per share, subject to adjustment as described in the Public Warrant Agreement, as applicable. A \$11.50 Warrant may be exercised only during the period commencing on the date that is 30 days after the closing of the Business Combination, and terminating at 5:00 p.m., New York City time on the date that is five (5) years after the date of the closing of the Business Combination, (y) the liquidation of the Company or (z) the redemption date as provided in Section 6.1 of the Public Warrant Agreement. Redemptions of warrants for cash pursuant to the Public Warrant Agreement, once the \$11.50 Warrants become exercisable and prior to their expiration, may be redeemed (i) in an amount not less than all of the outstanding \$11.50 Warrants, (ii) at a price of \$0.01 per warrant, (iii) upon not less than 30 days' prior written notice of redemption to each warrant holder, and (iv) if, and only if, the reported last sale price of the Class A Ordinary Shares equals or exceeds \$18.00 per share for any 20 trading days within a 30-trading day period ending three business days before sending the notice of redemption to each warrant holder. Management has the option to require all holders that wish to exercise the public warrants to do so on a "cashless basis," as described in the Public Warrant Agreement. The \$11.50 Warrants may not be redeemed for so long as they are by the Sponsor or its permitted transferees.

If (i) the Company issues Class A Ordinary Shares or securities convertible into or exercisable or exchangeable for Class A Ordinary Shares for capital raising purposes in connection with the closing of the Business Combination at an issue price of less than \$9.20 per Class A Ordinary Share, with such issue price (the "New Issuance Price"), (ii) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the Business Combination on the date of the consummation thereof (net of redemptions) and (iii) the volume weighted average trading price of the Class A Ordinary Shares during the 20 trading day period starting on the trading day prior to the day on which the Company consummates the Business Combination (such price, the "Market Value") is below \$9.20 per share, the price at which the \$11.50 Warrant is exercisable shall be adjusted (to the nearest cent) to be equal to 115% of the greater of the Market Value and the New Issuance Price and the Redemption Price (as defined in the Public Warrant Agreement) shall be adjusted to equal to 180% of the greater of the Market Value and the Newly Issued Price.

The foregoing description of the \$11.50 Warrants is qualified in its entirety by reference to the full text of the Public Warrant Agreement, filed hereto as Exhibit 2.5 as modified by the Assumption Agreement, filed hereto as Exhibit 2.6.

### **\$15.00 Liberty Warrants**

Each \$15.00 Liberty Warrant is exercisable for one Class A Ordinary Share and only whole warrants are exercisable. The exercise price of the \$15.00 Liberty Warrants is \$15.00 per share, subject to adjustment as described in the Liberty Warrant Agreement. A \$15.00 Liberty Warrant may be exercised only during the period commencing on the date of the Liberty Closing, and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date of the Liberty Closing, (y) the liquidation of the Company or (z) the redemption date as provided in Section 6.1 of the Liberty Warrant Agreement. Redemptions of warrants for cash pursuant to the Liberty Warrant Agreement, once the \$15.00 Liberty Warrants become exercisable and prior to their expiration, may be redeemed (i) in an amount not less than all of the outstanding \$15.00 Liberty Warrants, (ii) at a price of \$0.01 per warrant, (iii) upon not less than 30 days' prior written notice of redemption to each warrant holder, and (iv) if, and only if, the reported last sale price of the Class A Ordinary Shares equals or exceeds \$18.00 per share for any 20 trading days within a 30-trading day period ending three business days before sending the notice of redemption to each warrant holder. Management has the option to require all holders that wish to exercise the public warrants to do so on a "cashless basis," as described in the Liberty Warrant Agreement. The \$15.00 Liberty Warrants may not be redeemed for so long as they are held by Liberty or its permitted warrant transferees.

The foregoing description of the \$15.00 Liberty Warrants is qualified in its entirety by reference to the full text of the Liberty Warrant Agreement, filed hereto as Exhibit 10.18.

### **PIPE Warrants**

Each PIPE Warrant is exercisable for one Class A Ordinary Share and only whole warrants are exercisable. The exercise price of the PIPE Warrants is \$20.00 per share, subject to adjustment as described in the PIPE Warrant Agreement. A PIPE Warrant may be exercised only during the period commencing on the date of the closing of the Business Combination, and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date of the closing of the Business Combination or (y) the liquidation of the Company.

The foregoing description of the PIPE Warrants is qualified in its entirety by reference to the full text of the PIPE Warrant Agreement, filed hereto as Exhibit 10.20.

### **Columbia Warrant**

Subject to the terms and conditions of the Columbia Warrant, the Columbia Warrant may be exercised, until the earlier of March 25, 2046 and the date on which the Columbia Warrant is exercised in full, for 15,931,360 Class A Ordinary Shares of the Company (as such number of shares and exercise price may be adjusted in accordance with the terms of the Columbia Warrant) for an aggregate exercise price of \$40,089,033. Subject to securities and other applicable laws and the terms and conditions of the Columbia Warrant, the Columbia Warrant may only be exercised if its holder has the bona fide intention to, following the exercise, effect the consummation of the sale of such shares.

As a condition to any exercise and sale of shares subject to the Columbia Warrant, other than a sale in connection with a change of control transaction, (A) the holder of the Columbia Warrant is entitled to exercise such warrant for a number of Class A Ordinary Shares of the Company equal to (x) the number that is 1% of the total number of outstanding ordinary shares of the Company (assuming full conversion and/or exercise of all derivative securities) (the "Permissible Threshold") and the shares to be issued upon exercise of the Columbia Warrant ("Warrant Shares"), less (y) the number of Warrant Shares then held by the holder; and (B) even if the holder is holding the Permissible Threshold, the holder will also be entitled to exercise the Columbia Warrant if the holder (1) shall have entered into a bona fide binding definitive agreement with a third party to sell such Warrant Shares to such third party which agreement provides for the consummation of such sale immediately upon exercise of the Columbia Warrant, or the holder shall have provided to the Company other evidence

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reasonably satisfactory to the Company that such sale shall be consummated immediately upon the exercise of the Columbia Warrant with respect to such Warrant Shares or (2) confirms to the Company its intent to execute a broker sale or other sale within 5 business days of the date on which the Warrant Shares are issued and become available for sale on a t+3 or shorter basis such that it will not hold more than the Permissible Threshold by the close of trading on such 5th business day (as such period may be extended by several days in accordance with the terms and conditions of the Columbia Warrant); provided that during such 5 business days (as may be extended) the holder will not hold, and the holder will not exercise the Columbia Warrant for a number of Warrant Shares that would result in the holder holding, more than 2% of the total number of outstanding ordinary shares of the Company (assuming full conversion and/or exercise of all derivative securities), and, in each such case, the holder will be required to sell or otherwise dispose of Warrant Shares such that it does not hold more than the Permissible Threshold at the close of trading on such 5th business day (or extended period).

The foregoing description of the Columbia Warrant is qualified in its entirety by reference to the full text of the Columbia Warrant Agreement, filed hereto as Exhibit 10.5.

### ***Preemption***

Holders of Ordinary Shares do not have any preemptive or other rights to subscribe for additional shares pursuant to the Company Governing Documents.

### ***Shareholders' Meetings***

The following summarizes certain relevant provisions of BVI law and the Company Governing Documents in relation to our shareholders' meetings:

- the directors of the Company may convene meetings of shareholders at such times and in such manner and places within or outside the BVI as the directors consider necessary or desirable; provided that at an annual general meeting must be held each year;
- upon the written request of shareholders entitled to exercise 30 percent or more of the voting rights in respect of the matter for which the meeting is requested, the directors are required to convene a meeting of the shareholders while any such request must state the proposed purpose of the meeting;
- the directors convening a meeting must give not less than ten days' clear notice of the proposed meeting;
- a shareholder may be represented at a meeting of shareholders by a proxy who may speak and vote on behalf of the shareholder;
- a meeting of shareholders is duly constituted if, at the commencement of the meeting, there are present in person or by proxy shareholders whose shares represent a majority of the votes of the shares entitled to vote on resolutions of shareholders to be considered at the meeting;
- a resolution of shareholders is passed where approved by a simple majority of the shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting. In computing the majority when a poll is demanded, regard shall be had to the number of votes to which each shareholder is entitled by the articles of association provided that a resolution of shareholders to approve an amendment to the memorandum of association or articles of association requires the affirmative vote of an absolute majority of the votes of all of the shareholders.

As permitted by BVI law, the Company Governing Documents do not permit the adoption by the shareholders of resolutions in writing. A shareholder resolution must be passed at a meeting of the shareholders.

Shareholders seeking to bring business before an annual general meeting of the Company must deliver notice to the principal executive offices of the Company not later than the close of business on the 90th day or earlier than the close of business on the 120th day prior to the scheduled date of the annual general meeting.



### ***Appointment of Directors***

Directors are appointed by resolution of the shareholders. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares voted for the election of directors can elect all of the directors. The directors are divided into three classes: Class I, Class II and Class III. The number of directors in each class must be as nearly equal as possible. The directors currently in office are already so designated. The first Class I Directors shall stand elected for a term expiring at the time of the election of directors at the Company's first annual general meeting or if no directors are elected at the Company's first annual general meeting, at the conclusion of the Company's first annual general meeting, the first Class II Directors shall stand elected for a term expiring at the time of the election of directors at the Company's second annual general meeting or if no directors are elected at the Company's second annual general meeting, at the conclusion of the Company's second annual general meeting and the first Class III Directors shall stand elected for a term expiring at the time of the election of directors at the Company's third annual general meeting or if no directors are elected at the Company's third annual general meeting, at the conclusion of the Company's third annual general meeting. Commencing at the Company's first annual general meeting, and at each annual general meeting thereafter, directors elected to succeed those directors whose terms expire shall be elected by shareholder resolution for a term of office to expire at the third succeeding annual general meeting after their election. In the interim between annual general meetings or extraordinary general meetings called for the election of directors and/or the removal of one or more directors and the filling of any vacancy in that connection, additional directors and any vacancies in the board of directors may be filled by the vote of a majority of the remaining directors then in office. A director may be removed from office by a resolution of the shareholders or of all the directors (other than the director who is subject to removal) for "Cause", as defined in our articles of association.

Nominations of any individual for election to the board of directors at an annual general meeting or an extraordinary general meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such meeting) may be made at such meeting only: (a) by or at the direction of the board of directors, including by any committee or persons authorized to do so by the Company Board or the Company Governing Documents; or (b) by a shareholder present in person: (i) who was a shareholder both at the time of giving the notice concerned with the nomination of the appointment of the director as provided for in the articles of association and at the time of the meeting; (ii) is entitled to vote at the meeting; (iii) has complied with the requirements of the articles of association for the giving of a notice of nomination for the election of directors.

### ***Shareholder Rights Generally***

The BVI Act provides for a series of remedies which may be available to shareholders. Where a company incorporated under the BVI Act conducts some activity which breaches the BVI Act or the Company Governing Documents, the Court can issue a restraining or compliance order. Shareholders can also bring derivative, personal and representative actions under certain circumstances. Where a shareholder considers that the affairs of a company have been, are being or are likely to be conducted in a manner likely to be oppressive, unfairly discriminating or unfairly prejudicial to the shareholder, the shareholder may apply to the court for an order in respect of such conduct.

Any shareholder of a company may apply to Court for the appointment of a liquidator for the company and the court may appoint a liquidator for the company if it is of the opinion that it is just and equitable to do so.

The BVI Act provides that any shareholder is entitled to payment of the fair value of his shares upon dissenting from any of the following: (a) a merger (except in certain limited circumstances); (b) a consolidation; (c) any sale, transfer, lease, exchange or other disposition of more than 50 per cent in value of the assets or business of the company if not made in the usual or regular course of the business carried on by the company but not including (i) a disposition pursuant to an order of the court having jurisdiction in the matter, (ii) a disposition

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for money on terms requiring all or substantially all net proceeds to be distributed to the shareholders in accordance with their respective interest within one year after the date of disposition, or (iii) a transfer pursuant to the power of the directors to transfer assets for the protection thereof; (d) a redemption of 10 per cent, or fewer of the issued shares of the company required by the holders of 90 per cent, or more of the shares of the company pursuant to the terms of the Act; and (e) an arrangement, if permitted by the Court.

Generally, any other claims against a company by its shareholders must be based on the general laws of contract or tort applicable in the BVI or their individual rights as shareholders as established by the Company Governing Documents.

## CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

### *Lock-up Agreement*

Concurrently with the execution of the Merger Agreement, CF V and the Company entered into separate Lock-Up Agreements with a number of Nettar Shareholders and holders of Convertible Notes, pursuant to which the Ordinary Shares to be received by such Nettar Shareholders and holders of Convertible Notes are locked-up and subject to transfer restrictions for a period of time following the Closing, as described below, subject to certain exceptions. The Ordinary Shares held by such Nettar Shareholders and holders of Convertible Notes are locked-up commencing from the Closing until the earliest of: (i) the one year anniversary of the date of the Closing, (ii) the date on which the closing price of the Ordinary Shares equals or exceeds \$20.00 per share (adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like), for any 20 Trading Days within any 30-Trading Day period commencing at least 180 days after the Closing Date, (iii) with respect to 25% of the Lock-Up Securities owned by such Company Shareholder or holder of Convertible Notes, the date on which the closing price of the Ordinary Shares equals or exceeds \$15.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 Trading Days within any 30-Trading Day period commencing at least 180 days after the Closing Date, and (iv) the date which consummates a liquidation, merger, capital stock exchange, reorganization, or other similar transaction which results in all of the Company's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property.

### *Financing Engagement Letter*

Pursuant to an engagement letter dated August 26, 2021 (the "Financing Engagement Letter"), the Company engaged CF&Co. to act as exclusive financial advisor, placement agent and arranger in respect of one or more debt financing(s) contemplated by the Company from time to time, in connection with which CF&Co. agreed to perform certain customary services for the Company. Pursuant to the Financing Engagement Letter, CF&Co. will be entitled to a fee equal to 2.0% of the aggregate maximum principal amount of any senior or first lien debt committed or available to be committed to the Company, and 3.0% of the aggregate maximum principal amount of any subordinated debt or other junior capital committed or available to be committed to the Company.

### *Sponsor PIPE Subscription Agreement in connection with PIPE Investment*

Contemporaneously with the execution of the Merger Agreement, CF V entered into the PIPE Subscription Agreements with the PIPE Investors, including the Sponsor. Pursuant to the Sponsor's PIPE Subscription Agreement, the Sponsor agreed to purchase 2,316,770 Ordinary Shares (subject to adjustment) for a purchase price of \$10.00 per share and a purchase price of approximately \$23.2 million.

### *Amended and Restated Forward Purchase Contract*

Contemporaneously with the execution of the Merger Agreement, CF V, the Company and the Sponsor entered into the Amended and Restated Forward Purchase Contract, pursuant to which the Sponsor agreed to purchase, and the Company agreed to issue and sell to the Sponsor, 1,250,000 Class A Ordinary Shares (subject to adjustment) and 333,333 Warrants to purchase Ordinary Shares for \$11.50 each, for an aggregate purchase price of \$10,000,000.

### *Cantor Fees*

On January 18, 2022, CF V, the Company and CF&Co. entered into the CF Fee Letter pursuant to which they agreed that of the CF V Transaction Expenses payable to CF&Co., which in aggregate total approximately \$21.94 million (comprised of \$5.0 million of M&A advisory fees, \$8.75 million of business combination marketing fees, and approximately \$8.19 million of placement agent fees), only the M&A advisory fees were paid in cash with the remainder being paid in the form of an aggregate of 2,058,229 newly-issued Class A Ordinary Shares issued on the Closing Date.

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Pursuant to the Cantor Fee Letter, CF&Co will be entitled to receive Additional Shares if the Adjustment Period VWAP is less than \$10.00 (up to a maximum of 150,000 Additional Shares if the Adjustment Period VWAP is less than \$8.00). Based on the closing price of Class A Ordinary Shares on February 4, 2022 150,000 Additional Shares would be issued to CF&Co.

### *Promissory Note Waiver Letter*

On January 18, 2022, CF Securities, the Company and Nettar Group Inc. entered into the Promissory Note Waiver Letter pursuant to which the Company and CF Securities agreed that the Company will repay the Initial Loan, including all principal and interest, on the Closing of the Business Combination by the issuance of 788,021 Class A Ordinary Shares.

Pursuant to the Promissory Note Waiver Letter, CF Securities will be entitled to receive Additional Shares if the Adjustment Period VWAP is less than \$10.00 (up to a maximum of 197,005 Additional Shares if the Adjustment Period VWAP is less than \$8.00). Based on the closing price of Class A Ordinary Shares on February 4, 2022 197,005 Additional Shares would be issued to CF Securities.

### *Liberty Letter Agreement*

On January 18, 2022, the Company, Liberty and Sponsor entered into the Liberty Letter Agreement pursuant to which the Company agreed that, for so long as the Liberty Investor (or affiliates managed by the Liberty Manager or its affiliates) hold, in the aggregate, at least 6,666,666 Class A Ordinary Shares, (i) the Liberty Investor will have the right to nominate two Liberty Director for election to the Board by the Company shareholders, which director nominees must be reasonably acceptable to the Company, (ii) the Liberty Investor will have the right to nominate one Liberty Director to serve on each committee of the Board, (iii) so long as Class B Ordinary Shares are outstanding, the Company will be required to obtain the consent of the Liberty Investor if the Company were to issue in a transaction, or series of transactions, a number of shares that equals or exceeds 20% of the outstanding Ordinary Shares on a fully diluted basis, subject to exceptions for issuances by the Company in connection with (a) any acquisition by the Company of equity interests, assets, properties or business of any person, (b) any merger, consolidation or other business combination involving the Company, (c) any transaction or series of related transactions involving a change of control of the Company or (d) any equity split, payment of distributions or any similar recapitalization, and (iv) the Company will pay the Liberty Manager an advisory fee for advisory services to be provided by the Liberty Manager to the Company of (x) warrants to purchase 2,500,000 Advisory Fee Warrants to be issued at the Liberty Closing, which will be exercisable beginning on the date that is one year after Liberty Closing and will expire five years from the date of the Liberty Closing, and (y) the Advisory Fee Cash Payments. The Liberty Investor has agreed to cause the Liberty Manager to be reasonably available from time to time to advise the Company in exchange for the Advisory Fee until the occurrence of a Cessation Event. If a Cessation Event were to occur, (i) the Liberty Investor's right to nominate two directors will cease immediately and the terms of any then-serving Liberty Directors will expire at the next election of directors (but in no event more than one year following a Cessation Event) and (ii) the Liberty Manager will no longer be entitled to receive any additional Advisory Fee Cash Payments. In addition, so long as a Cessation Event has not occurred, Mr. Kargieman agreed to vote the Ordinary Shares held by him in favor of the election of the Liberty Director nominees. Mr. Kargieman will also cause any transferee of his Class B Ordinary Shares to agree to such obligations (other than in the case of a transfer of Class B Ordinary Shares to a transferee that would result in automatic conversion of such Class B Ordinary Shares into Class A Ordinary Shares in accordance with the Company Governing Documents). In addition, that (i) for so long as Emiliano Kargieman and his affiliates own beneficially at least one-third of the number of shares of the Company owned on the Closing Date (subject to customary adjustments for corporate events), Mr. Kargieman will have the right to designate two directors for election to the Board by the Company's shareholders, one of whom will be Mr. Kargieman and the other shall be reasonably acceptable to Liberty and Sponsor, who will initially be Marcos Galperin, and (ii) for so long as the Sponsor and its affiliates own

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beneficially at least one-third of the number of shares of the Company owned on the Closing Date (subject to customary adjustments for corporate events), Howard Lutnick will be designated for election to the Board by the Company's shareholders

In connection with the Liberty Restated Letter Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share after giving effect to any forfeitures of Company Class B Ordinary Shares pursuant to Section 2.10 of the Merger Agreement shall equal (x) 20,000,000, divided by (y) (i) 13,662,658, minus (ii) the number of such forfeited Company Class B Ordinary Shares (in no event shall such forfeited shares be more than 651,596 Company Class B Ordinary Shares), but taking into account any adjustment that may have occurred theretofore pursuant to clause 7.2 of the Company's Memorandum of Association. In the event that any Earnout Shares (as defined in the Merger Agreement) are issued to Mr. Kargieman pursuant to Section 2.11 of the Merger Agreement, the Company, Mr. Kargieman, Liberty and Sponsor agreed to take action to further modify the rights of the holders of Company Class B Ordinary Shares such that the number of votes attributable to each Company Class B Ordinary Share shall be adjusted such that the number of votes attributable to each Company Class B Ordinary Share is reduced in a manner that results in a vote per share as if a number of shares equal to such Earnout Shares had not been forfeited pursuant to Section 2.10 of the Merger Agreement.

## MAJOR SHAREHOLDERS

The following table shows the beneficial ownership of Ordinary Shares at Closing and assuming the Liberty Closing occurred on the Closing Date by:

- each person known to by us to be the beneficial owner of more than 5% of the Ordinary Shares;
- each of our directors and executive officers; and
- all of our directors and executive officers as a group.

Except as otherwise noted herein, the number and percentage of Ordinary Shares beneficially owned is determined in accordance with Rule 13d-3 of the Exchange Act, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any Ordinary Shares as to which the holder has sole or shared voting power or investment power and also any Ordinary Shares which the holder has the right to acquire within 60 days of the Closing through the exercise of any option, warrant or any other right.

We have based percentage ownership on 77,030,992 Class A Ordinary Shares and 13,662,658 Class B Ordinary Shares outstanding as of February 10, 2022.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to the Ordinary Shares beneficially owned by them.

<u>Name and Address of Beneficial Owner</u>	Class A Ordinary Shares		Class B Ordinary Shares		Approximate Percentage of Outstanding Common Stock
	Number of Shares Beneficially Owned	% of Class	Number of Shares Beneficially Owned	% of Class	
<b>Directors and Executive Officers<sup>(1)</sup></b>					
Emiliano Kargieman	—	—%	13,662,658	100.0%	15.1%
Rick Dunn (2)	518,483	*%	—	— %	*%
Aviv Cohen (3)	360,058	*%	—	— %	*%
Gerardo Richarte (4)	1,741,992	2.3%	—	— %	1.9%
Rebeca Brandys (5)	31,707	*%	—	— %	*%
Ted Wang (6)	443,896	*%	—	— %	*%
Marcos Galperin	26,328*	—%	—	— %	*%
Brad Halverson	—	—%	—	— %	— %
Steven Termer Mnuchin <sup>(7)</sup>	40,000,000	41.2%	—	— %	36.1%
Howard Lutnick <sup>(8)</sup>	13,776,353	17.8%	—	— %	15.1%
Joseph Dunford	—	—%	—	— %	— %
All executive officers and directors as a group (11 individuals)	59,398,817	57.5%	13,662,658	100%	62.6%
<b>5% or More Shareholders:</b>					
Cantor Fitzgerald L.P. <sup>(8)</sup>	13,776,353	17.8%	—	— %	15.1%
Pitanga Invest Ltd. <sup>(9)</sup>	10,656,546	13.8%	—	— %	11.8%
Hannover Holdings S.A. <sup>(10)</sup>	7,558,158	9.8%	—	— %	8.3%
Liberty Strategic Capital (SATL) Holdings, LLC <sup>(7)</sup>	40,000,000	41.2%	—	— %	36.1%

\* Indicates less than 1% ownership

- (1) Unless otherwise noted, the business address of each of the following entities or individuals is c/o Satellogic Inc., Ruta 8 Km 17,500, Edificio 300 Oficina 324 Zonamérica Montevideo, 91600, Uruguay.
- (2) Includes 386,688 options to purchase Class A Ordinary Shares.

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- (3) Consists of 360,058 options to purchase Class A Ordinary Shares.
- (4) Included 212,608 options to purchase Class A Ordinary Shares.
- (5) Consists of 31,707 options to purchase Class A Ordinary Shares.
- (6) Consists of 443,896 options to purchase Class A Ordinary Shares.
- (7) Reflects 20,000,000 Class A Ordinary Shares and 20,000,000 Liberty Share Warrants held by the Liberty Investor or its affiliates that are exercisable within 60 days of Closing.
- (8) The Sponsor is the record holder of 10,396,770 Class A Ordinary Shares, comprised of 600,000 shares converted from CF V Placement Shares, 6,230,000 shares converted from Founder Shares, 1,250,000 Class A Ordinary Shares purchased pursuant to the Forward Purchase Contract, and 2,316,770 PIPE Shares, (ii) CF&Co. is the record holder of 2,058,229 Class A Ordinary Shares issued as consideration for the business combination marketing fee and placement agent fees, and (iii) CF Securities is the record holder of 788,021 Class A Ordinary Shares issued as repayment of amounts outstanding under the Promissory Note. Cantor is the sole member of the Sponsor and indirectly holds a majority of the ownership interests of CF&Co. and CF Securities. CFGM is the managing general partner of Cantor and directly or indirectly controls the managing general partners of CF Securities and CF&Co. Mr. Lutnick is the Chairman and Chief Executive Officer of CFGM and is the trustee of CFGM's sole stockholder. As such, each of Cantor, CFGM and Mr. Lutnick may be deemed to have beneficial ownership of the Class A Ordinary Shares held directly by the Sponsor, CF&Co. and CF Securities. Each such entity or person disclaims any beneficial ownership of the reported shares other than to the extent of any pecuniary interest they may have therein, directly or indirectly. Also reflects 200,000 Class A Ordinary Shares issuable upon exercise of the Warrants converted from CF V Placement Warrants and 333,333 Class A Ordinary Shares issuable upon exercise of the Warrants issued under the Forward Purchase Contract which are exercisable within 60 days of the date hereof.
- (9) Information related to Pitanga Invest Ltd.'s beneficial ownership is not available to the Company.
- (10) Information related to Hannover Holdings S.A.'s beneficial ownership is not available to the Company.

## SELLING SECURITYHOLDERS

This prospectus relates to the offer and sale from time to time by the selling securityholders named in this prospectus (the “Selling Securityholders”), or their permitted transferees, of up to (a) 87,889,154 Class A Ordinary Shares the Company, which include (i) 7,533,463 Class A Ordinary Shares beneficially held by a limited number of qualified institutional buyers and institutional and individual accredited investors which were issued upon the closing of the Business Combination in a private placement, (ii) 1,500,000 Class A Ordinary Shares issued to the Sponsor pursuant to the Forward Purchase Contract, (iii) 535,085 Class A Ordinary Shares issuable to certain former holders of Nettar Series X Preference Shares, (iv) 2,208,229 Class A Ordinary Shares issued to an affiliate of the Sponsor in lieu of advisory and other fees owed to them, (v) 985,026 Class A Ordinary Shares issued to an affiliate of Sponsor in satisfaction of debt owed to them, (vi) the Liberty Shares (comprising 20,000,000 Class A Ordinary Shares) issued pursuant to the Liberty Subscription Agreement, (vii) 13,662,658 Class A Ordinary Shares issuable upon conversion of our Class B Ordinary Shares, (viii) 533,333 Class A Ordinary Shares issuable upon the exercise of \$11.50 Warrants, (ix) 7,500,000 Class A Ordinary Shares issuable upon the exercise of the \$10.00 Liberty Warrants, (x) 15,000,000 Class A Ordinary Shares issuable upon the exercise of the \$15.00 Liberty Warrants, (xi) 2,500,000 Class A Ordinary Shares issuable upon the exercise of PIPE Warrants and (xii) 15,931,360 Class A Ordinary Shares issuable upon conversion of the Columbia Warrants and (b) 41,464,693 Warrants to purchase Class A Ordinary Shares which include (i) 533,333 \$11.50 Warrants, (ii) 7,500,000 \$10.00 Liberty Warrants, (iii) 15,000,000 \$15.00 Liberty Warrants, (iv) 2,500,000 PIPE Warrants and (v) 15,931,360 Columbia Warrants. The Business Combination is described in greater detail in this prospectus. The Selling Securityholders may from time to time offer and sell any or all of the Class A Ordinary Shares set forth below pursuant to this prospectus and any accompanying prospectus supplement. When we refer to the “Selling Securityholders” in this prospectus, we mean the persons listed in the table below, and the pledgees, donees, transferees, assignees, successors, designees and others who later come to hold any of the Selling Securityholders’ interest in the Class A Ordinary Shares other than through a public sale.

The following table sets forth, as of the date of this prospectus, the names of the Selling Securityholders the aggregate number of Ordinary Shares beneficially owned, and the aggregate number of Class A Ordinary Shares that the Selling Securityholders may offer pursuant to this prospectus. We have based percentage ownership on 77,030,992 Class A Ordinary Shares and 13,662,658 Class B Ordinary Shares outstanding as of February 10, 2022.

We have determined beneficial ownership in accordance with the rules of the SEC and the information is not necessarily indicative of beneficial ownership for any other purpose. Unless otherwise indicated below, to our knowledge, the persons and entities named in the tables have sole voting and sole investment power with respect to all securities that they beneficially own, subject to community property laws where applicable.

We cannot advise you as to whether the Selling Securityholders will in fact sell any or all of such Class A Ordinary Shares. As such, we are unable to declare the number of Class A Ordinary Shares that the Selling Securityholders will retain after any such sale. In addition, the Selling Securityholders may sell, transfer or otherwise dispose of, at any time and from time to time, the Class A Ordinary Shares in transactions exempt from the registration requirements of the Securities Act after the date of this prospectus.



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Selling Securityholder information for each additional Selling Securityholder, if any, will be set forth by prospectus supplement to the extent required prior to the time of any offer or sale of such Selling Securityholder's shares pursuant to this prospectus. Any prospectus supplement may add, update, substitute, or change the information contained in this prospectus, including the identity of each Selling Securityholder and the number of Class A Ordinary Shares registered on its behalf. A Selling Securityholder may sell or otherwise transfer all, some or none of such shares in this offering. See "Plan of Distribution."

Name of Selling Securityholder	Ordinary Shares Beneficially Owned prior to this Offering		Warrants Beneficially Owned prior to this Offering	Maximum Number of Ordinary Shares to be Sold in this Offering		Ordinary Shares Beneficially Owned after this Offering		Warrants owned after the offered warrants are sold
	Class A Ordinary Shares	%		Class A Ordinary Shares	Warrants Offered	Class A Ordinary Shares	%	
Alyeska Master Fund, L.P. (1)	1,250,000	1.6%	—	1,250,000	—	0	0%	0
CFAC Holdings V, LLC (2)	10,930,103	14.1%	533,333 (3)	10,930,103	533,333	0	0%	0
Cantor Fitzgerald Securities(4)	788,021	1.0%	—	788,021	—	0	0%	0
Cantor Fitzgerald & Co.(5)	2,058,229	2.7%	—	2,058,229	—	0	0%	0
LA SAT Holdco LLC (6)	5,625,000	7.1%	2,500,000 (7)	5,625,000	2,500,000	0	0%	0
Emiliano Kargieman (8)	13,662,658	15.1%	—	13,662,658	—	0	0%	0
Liberty Strategic Capital (SATL) Holdings, LLC (9)	40,000,000	41.2%	22,500,000 (10)	42,500,000(11)	22,500,000	0	0%	0
Meteora Capital Partners (12)	62,500*	—	—	12,500	—	50,000*	—	0
Kepos Alpha Master Fund L.P. (13)	534,125*	—	—	106,825	—	427,300*	—	0
Kepos Carbon Transition Master Fund L.P. (14)	90,875*	—	—	18,175	—	72,700*	—	0
Context Partners Master Fund, L.P. (15)	250,000*	—	—	50,000	—	200,000*	—	0
Scoggin International Fund Ltd. (16)	375,000*	—	—	75,000	—	300,000*	—	0
Louis Zurita (17)	10,000*	—	—	10,000	—	0	0%	0
Natasha Cornstein (18)	10,000*	—	—	10,000	—	0	0%	0
Columbia River Investment Limited (19)	—	—	15,931,260 (20)	—	15,931,260	0	—	0

\* Less than one percent of outstanding Ordinary Shares.

(1) Alyeska Investment Group, L.P., the investment manager of Alyeska Master Fund, L.P. ("AMF"), has voting and investment control of the shares held by AMF. Anand Parekh is the Chief Executive Officer of

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Alyeska Investment Group, L.P. and may be deemed to be the beneficial owner of such shares. Mr. Parekh, however, disclaims any beneficial ownership of the shares held by AMF. The registered address of Alyeska Master Fund, L.P. is at c/o Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street George Town, Grand Cayman, KY1-1104, Cayman Islands. Alyeska Investment Group, L.P. is located at 77 W. Wacker, Suite 700, Chicago IL 60601. Inclusive of 250,000 Additional Shares that may be issued pursuant to the PIPE Subscription Agreements.

- (2) CFAC Holdings V, LLC is the record holder of 10,396,770 Class A Ordinary Shares, comprised of 600,000 shares converted from CF V Placement Shares, 6,230,000 shares converted from Founder Shares, 1,250,000 Class A Ordinary Shares purchased pursuant to the Forward Purchase Contract, and 2,316,770 PIPE Shares. Also reflects 200,000 Class A Ordinary Shares issuable upon exercise of the Warrants converted from CF V Placement Warrants and 333,333 Class A Ordinary Shares issuable upon exercise of the Warrants issued under the Forward Purchase Contract which are exercisable within 60 days of the date hereof. For more, see “Major Shareholders.”
- (3) Consists of 533,333 \$11.50 Warrants.
- (4) Cantor Fitzgerald Securities is the record holder of 788,021 Class A Ordinary Shares, all of which were issued as repayment of amounts outstanding under the Promissory Note. For more see “Major Shareholders”.
- (5) Cantor Fitzgerald & Co. is the record holder of 2,058,229 Class A Ordinary Shares, all of which were issued as consideration for the business combination marketing fee and placement agent fees. For more, see “Major Shareholders.”
- (6) Consists of 100% ownership by SLA Holdco I LLC, an affiliate of SoftBank Group Corp. Inclusive of 625,000 Additional Shares that may be issued pursuant to the PIPE Subscription Agreements.
- (7) Consists of 2,500,000 PIPE Warrants.
- (8) Consists of 13,662,658 Class B Ordinary Shares which may be converted into Class A Ordinary Shares at the option of Mr. Kargieman.
- (9) Reflects 20,000,000 Class A Ordinary Shares and 20,000,00 Liberty Share Warrants held by the Liberty Investor or its affiliates that are exercisable within 60 days of the Liberty Closing. Steven T. Mnuchin is the indirect managing member of the Liberty Investor and the indirect managing member of the investment advisor to the Liberty Investor and, therefore may be deemed to beneficially own the shares held by the Liberty Investor. The business address of Steven T. Mnuchin and the Liberty Investor is c/o Liberty 77 Capital LP, 2001 Pennsylvania Avenue NW, Washington, DC 20006.
- (10) Consists of (i) 7,500,000 \$10 Liberty Warrants and (ii) 15,000,000 \$15 Liberty Warrants.
- (11) Includes 2,500,000 \$10.00 Liberty Advisory Fee Warrants which are not exercisable until January 25, 2022
- (12) Information related to Meteora Capital Partners’ beneficial ownership is not available to the Company.
- (13) Information related to Kepos Alpha Master Fund L.P.’s beneficial ownership is not available to the Company.
- (14) Information related to Kepos Carbon Transition Master Fund L.P.’s beneficial ownership is not available to the Company.
- (15) Information related to Context Partners Master Fund, L.P.’s beneficial ownership is not available to the Company.
- (16) Scoggin International Fund Ltd. is managed by Scoggin Manager LP whose general partner is Scoggin GP LLC.
- (17) Consists of 10,000 Class A Ordinary Shares converted from Founder Shares.
- (18) Consists of 10,000 Class A Ordinary Shares converted from Founder Shares.
- (19) Columbia River Investment Limited is a direct wholly-owned subsidiary of Tencent Holdings Limited. Tencent Holdings Limited is a publicly traded company listed on the Hong Kong Stock Exchange.
- (20) Consists of the Columbia Warrants to purchase 15,931,260 Class A Ordinary Shares.

## MATERIAL TAX CONSIDERATIONS

*The following summary of the material British Virgin Islands and U.S. federal income tax consequences of an investment in our units, ordinary shares and warrants to acquire our ordinary shares, sometimes referred to collectively in the summary as our “securities,” is based upon laws and relevant interpretations thereof in effect as of the date of this prospectus, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our securities, such as the tax consequences under state, local and other tax laws.*

### **British Virgin Islands Taxation**

The Government of the British Virgin Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the company or its securityholders. The British Virgin Islands are not party to any double taxation treaties.

The company and all distributions, interest and other amounts paid by the company to persons who are not persons resident in the British Virgin Islands are exempt from the provisions of the Income Tax Act in the British Virgin Islands and any capital gains realized with respect to any shares, debt obligations or other securities of the company by persons who are not resident in the British Virgin Islands are exempt from all forms of taxation in the British Virgin Islands. As of January 1, 2007, the Payroll Taxes Act, 2004 came into force. It will not apply to the company except to the extent the company has employees (and deemed employees) rendering services to the company wholly or mainly in the British Virgin Islands. The company at present has no employees in the British Virgin Islands and has no intention of having any employees in the British Virgin Islands.

No estate, inheritance, succession or gift tax, rate, duty, levy or other charge is payable by persons who are not persons resident in the British Virgin Islands with respect to any shares, debt obligations or other securities of the company.

All instruments relating to transactions in respect of the shares, debt obligations or other securities of the company and all instruments relating to other transactions relating to the business of the company are exempt from the payment of stamp duty in the British Virgin Islands.

There are currently no withholding taxes or exchange control regulations in the British Virgin Islands applicable to the company or its securityholders.

### **United States Federal Income Taxation**

The following is a discussion of certain U.S. federal income tax consequences for U.S. holders and non-U.S. holders (each as defined below) relating to the acquisition, ownership and disposition of Ordinary Shares and Warrants. This discussion addresses only those holders that hold their Ordinary Shares and Warrants as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion does not address all U.S. federal income tax consequences that may be relevant to a holder’s particular circumstances, including the impact of the Medicare contribution tax on net investment income. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- persons subject to the alternative minimum tax;
- persons holding Ordinary Shares or Warrants as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated transaction;
- banks, insurance companies and other financial institutions;
- brokers, dealers or traders in securities;

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- “controlled foreign corporations,” “passive foreign investment companies” and corporations that accumulate earnings to avoid U.S. federal income tax;
- tax-exempt organizations or governmental organizations;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to Ordinary Shares or Warrants being taken into account in an applicable financial statement;
- U.S. holders whose functional currency is not the U.S. dollar;
- holders actually, or through attribution, owning 5% or more (by vote or value) of the Ordinary Shares;
- regulated investment companies or real estate investment trusts;
- qualified retirement plans, individual retirement accounts or other tax-deferred accounts; and
- “qualified foreign pension funds,” as defined in Section 897(l)(2) of the Code, and entities all of the interests of which are held by qualified foreign pension funds.

If an entity or arrangement is treated as a partnership (or other pass-through entity or arrangement) for U.S. federal income tax purposes, the tax treatment of the persons treated as partners (or other owners) will generally depend on the status of the partners, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships (or other pass-through entities or arrangements) and the partners (or other owners) in such partnerships (or such other pass-through entities or arrangements) should consult their own tax advisors regarding the U.S. federal income tax consequences to them relating to the matters discussed below.

For purposes of this discussion, a “U.S. holder” is a beneficial owner of shares of Ordinary Shares and/or Warrants that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States,
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) organized in or under the laws of the United States, any state thereof or the District of Columbia,
- an estate, the income of which is subject to U.S. federal income tax regardless of its source, or
- an entity treated as a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code) or (2) was in existence on August 20, 1996 and has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

Also, for purposes of this discussion, a “non-U.S. holder” is any beneficial owner of Ordinary Shares and/or Warrants who or that is neither a U.S. holder nor an entity or arrangement classified as a partnership for U.S. federal income tax purposes.

**THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.**

### **U.S. Holders**

#### *Dividends and Other Distributions on Ordinary Shares*

Subject to the PFIC rules discussed below under the heading “—*Passive Foreign Investment Company Rules*,” distributions (including, for the avoidance of doubt and for the purpose of the balance of this discussion,

deemed distributions) on the Ordinary Shares will generally be taxable as a dividend for U.S. federal income tax purposes to the extent paid from the Company's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of the Company's current and accumulated earnings and profits will constitute a return of capital that will be applied against and reduce (but not below zero) the U.S. holder's adjusted tax basis in its Ordinary Shares. Any remaining excess will be treated as gain realized on the sale or other disposition of the Ordinary Shares and will be treated as described below under the heading "*—Sale, Taxable Exchange or Other Taxable Disposition of Ordinary Shares and Warrants.*" The amount of any such distribution will include any amounts withheld, if any, by us (or another applicable withholding agent). Except as expressly provided herein, it is not expected that the Company will determine earnings and profits in accordance with U.S. federal income tax principles. Therefore, U.S. holders should expect that a distribution will generally be treated as a dividend.

Amounts treated as dividends that the Company pays to a U.S. holder that is a taxable corporation generally will be taxed at regular tax rates and will not qualify for the dividends received deduction generally allowed to domestic corporations in respect of dividends received from other domestic corporations. With respect to non-corporate U.S. holders, under tax laws currently in effect and subject to certain exceptions described below, dividends generally will be taxed at the lower applicable long-term capital gains rate only if the Ordinary Shares are readily tradable on an established securities market in the United States or the Company is eligible for benefits under an applicable tax treaty with the United States, and, in each case, the Company is not treated as a PFIC with respect to such U.S. holder at the time the dividend was paid or in the preceding year, and provided certain holding period and other requirements are met. United States Treasury Department guidance indicates that the Ordinary Shares, which are intended to be listed on Nasdaq, will be readily tradable on an established securities market in the United States. There can be no assurance, however, that the Ordinary Shares will be considered readily tradable on an established securities market in later years. Non-corporate U.S. holders that do not meet a minimum holding period requirement during which they are not protected from the risk of loss or that elect to treat the dividend income as "investment income" for purposes of investment interest deduction limitations will not be eligible for the reduced rates of taxation regardless of the Company's status as a qualified foreign corporation. In addition, the rate reduction will not apply to dividends if the recipient of a dividend is obligated to make related payments with respect to positions in substantially similar or related property. This disallowance applies even if the minimum holding period has been met.

Amounts taxable as dividends generally will be treated as income from sources outside the U.S. and will, depending on the circumstances of the U.S. holder, be "passive" or "general" category income which, in either case, is treated separately from other types of income for purposes of computing the foreign tax credit allowable to such U.S. holder. The rules governing foreign tax credits are complex and U.S. holders are urged to consult their tax advisers regarding the creditability of foreign taxes in their particular circumstances. In lieu of claiming a foreign tax credit, a U.S. holder may, in certain circumstances, deduct foreign taxes in computing their taxable income, subject to generally applicable limitations under U.S. law. Generally, an election to deduct foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the taxable year.

#### *Sale, Taxable Exchange or Other Taxable Disposition of Ordinary Shares and Warrants*

Subject to the PFIC rules discussed below under the heading "*—Passive Foreign Investment Company Rules,*" upon any sale, exchange or other taxable disposition of Ordinary Shares or Warrants, a U.S. holder generally will recognize gain or loss in an amount equal to the difference between (i) the sum of (x) the amount of cash and (y) the fair market value of any other property received in such sale, exchange or other taxable disposition and (ii) the U.S. holder's adjusted tax basis in such Ordinary Shares or Warrants. Any gain or loss recognized on the sale, exchange or other taxable disposition of Ordinary Shares or Warrants generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period for such Ordinary Shares or Warrants exceeds one year. Long-term capital gain realized by a non-corporate U.S. holder generally will be taxable at a reduced rate. The deduction of capital losses is subject to limitations.

Any gain or loss recognized on the sale, exchange or other taxable disposition of Ordinary Shares or Warrants generally will be U.S.-source income or loss for purposes of computing the foreign tax credit allowable to a U.S. holder.

#### *Exercise, Lapse or Redemption of Warrants*

Subject to the PFIC rules discussed below and except as discussed below with respect to the cashless exercise of a Warrant, a U.S. holder generally will not recognize taxable gain or loss on the exercise of a Warrant. The U.S. holder's tax basis in the Ordinary Share received upon exercise of a Warrant generally will be an amount equal to the sum of the U.S. holder's adjusted tax basis in the Warrant and the exercise price of such Warrant. It is unclear whether the U.S. holder's holding period for the Ordinary Shares received upon exercise of the Warrants will begin on the date following the date of exercise or on the date of exercise of the Warrants; in either case, the holding period will not include the period during which the U.S. holder held the Warrants. If a Warrant is allowed to lapse unexercised, a U.S. holder generally will recognize a capital loss equal to such U.S. holder's tax basis in the Warrant.

The tax consequences of a cashless exercise of a Warrant are not clear under current tax law. Subject to the PFIC rules discussed below, a cashless exercise may be tax-free, either because the exercise is not a realization event or because the exercise is treated as a recapitalization for U.S. federal income tax purposes. In either tax-free situation, a U.S. holder's basis in the Ordinary Shares received would equal the holder's basis in the Warrants. If the cashless exercise were treated as not being a realization event, it is unclear whether a U.S. holder's holding period in the Ordinary Shares will commence on the date following the date of exercise or on the date of exercise of the Warrant. If the cashless exercise were treated as a recapitalization, the holding period of the Ordinary Shares would include the holding period of the Warrants.

It is also possible that a cashless exercise could be treated in part as a taxable exchange in which gain or loss would be recognized. In such event, a U.S. holder could be deemed to have surrendered a number of Warrants having an aggregate fair market value equal to the exercise price for the total number of Warrants to be exercised, and the U.S. holder would recognize capital gain or loss in an amount equal to the difference between the fair market value of the Warrants deemed surrendered and the U.S. holder's tax basis in such Warrants. In that case, a U.S. holder's tax basis in the Ordinary Shares received would equal the sum of the U.S. holder's tax basis in the Warrants exercised and the exercise price of such Warrants. It is unclear whether a U.S. holder's holding period for the Ordinary Shares would commence on the date following the date of exercise or on the date of exercise of the Warrants; in either case, the holding period would not include the period during which the U.S. holder held the Warrants. There may also be alternative characterizations of any such taxable exchange that would result in similar tax consequences, except that a U.S. holder's gain or loss would be short-term.

Due to the absence of authority on the U.S. federal income tax treatment of a cashless exercise, including when a U.S. holder's holding period would commence with respect to the Ordinary Shares received, there can be no assurance which, if any, of the alternative tax consequences and holding periods described above would be adopted by the IRS or a court of law. Accordingly, U.S. holders should consult their tax advisors regarding the tax consequences of a cashless exercise.

If the Company redeems Warrants for cash pursuant to the redemption provisions described in this prospectus or if the Company purchases Warrants in an open market transaction, such redemption or purchase generally will be treated as a taxable disposition to the U.S. holder, taxed as described above under "*—Sale, Taxable Exchange or Other Taxable Disposition of Ordinary Shares and Warrants.*"

#### *Possible Constructive Distributions*

The terms of each Warrant provide for an adjustment to the number of Ordinary Shares for which the Warrant may be exercised or to the exercise price of the Warrant in certain events, as discussed in this

prospectus. An adjustment that has the effect of preventing dilution generally is not a taxable event. Nevertheless, a U.S. holder of the Warrants would be treated as receiving a constructive distribution from the Company if, for example, the adjustment increases the Warrant holders' proportionate interest in the Company assets or earnings and profits (e.g., through an increase in the number of Ordinary Shares that would be obtained upon exercise) as a result of a distribution of cash to the holders of Ordinary Shares which is taxable to such holders as described under "*—Dividends and Other Distributions on Ordinary Shares*" above. Such constructive distribution would be subject to tax as described under that section in the same manner as if the U.S. holders of the Warrants received a cash distribution from the Company equal to the fair market value of such increased interest.

#### *Passive Foreign Investment Company Rules*

Certain adverse U.S. federal income tax consequences could apply to a U.S. holder if the Company is treated as a passive foreign investment company, or a PFIC, for any taxable year during which the U.S. holder holds Ordinary Shares or Warrants. A non-U.S. corporation, such as the Company, will be classified as a PFIC for U.S. federal income tax purposes for any taxable year in which, after applying certain look-through rules, either (i) 75% or more of its gross income for such year consists of certain types of "passive" income or (ii) 50% or more of the value of its assets (determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. Passive income generally includes dividends, interest, royalties, rents, annuities, net gains from the sale or exchange of property producing such income and net foreign currency gains. Generally, cash is considered to be held for the production of passive income and therefore is treated as a passive asset. For purposes of the PFIC income test and asset test described above, if the Company owns, directly or indirectly, 25% or more of the total value of the outstanding shares of another corporation, the Company will be treated as if it (a) held a proportionate share of the assets of such other corporation and (b) received directly a proportionate share of the income of such other corporation.

Based on the projected composition of the Company's income and assets, and the fact that the Company is not yet producing significant revenues from its active operations, the Company believes that it may be classified as a PFIC for its current taxable year or in the foreseeable future. PFIC status depends on the composition of the Company's (and its subsidiaries') income and assets and the fair market value of its (and its subsidiaries') assets from time to time, as well as on the application of complex statutory and regulatory rules that are subject to potentially varying or changing interpretations. This conclusion is a factual determination, however, that must be made annually at the close of each taxable year and, thus, is subject to change. Accordingly, no assurance can be provided with respect to the status of the Company as a PFIC for its current taxable year or in a future taxable year.

If the Company is a PFIC for any taxable year during which a U.S. holder owns Ordinary Shares or Warrants and the U.S. holder did not make the qualified electing fund, or QEF, or mark-to-market elections discussed below (including if such elections are not available), the Company or such non-U.S. subsidiary generally will continue to be a PFIC with respect to that U.S. holder for all succeeding years during which the U.S. holder owns Ordinary Shares or Warrants, even if it ceases to meet the thresholds set forth under the asset test or the income test above, unless the U.S. holder makes a "deemed sale" election with respect to its Ordinary Shares. If a U.S. holder makes a "deemed sale" election, it will be deemed to have sold Ordinary Shares at their fair market value and any gain from such deemed sale would be subject to the rules described in the following paragraphs. After the deemed sale election, so long as the Company does not become a PFIC in a subsequent taxable year, Ordinary Shares with respect to which such election was made will not be treated as shares in a PFIC and, as a result, the U.S. holder will not be subject to the rules described below with respect to any "excess distribution" it receives from the Company or any gain from an actual sale or other disposition of Ordinary Shares. U.S. holders are strongly urged to consult their tax advisors as to the possibility and consequences of making a deemed sale election if the Company is and then ceases to be a PFIC and such an election becomes available.

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If the Company is a PFIC for any taxable year during which a U.S. holder holds Ordinary Shares, then, unless the U.S. holder makes either an applicable PFIC election (or elections), as further described below, for the first taxable year and each subsequent taxable year of the Company in which it was treated as a PFIC, such U.S. holder generally will be subject to special adverse tax rules with respect to any “excess distribution” that it receives and any gain that it recognizes from a sale or other disposition, including certain pledges, of Ordinary Shares. For this purpose, distributions received in a taxable year that are greater than 125% of the average annual distributions received during the shorter of the three preceding taxable years or the U.S. holder’s holding period for Ordinary Shares will be treated as an excess distribution. Under these rules:

- the excess distribution or recognized gain will be allocated ratably over the U.S. holder’s holding period for Ordinary Shares;
- the amount of the excess distribution or recognized gain allocated to the taxable year of distribution or gain, and to any taxable years in the U.S. holder’s holding period prior to the first taxable year in which the Company was treated as a PFIC, will be treated as ordinary income; and
- the amount of the excess distribution or recognized gain allocated to each other taxable year will be subject to the highest tax rate in effect for individuals or corporations, as applicable, for each such year and the resulting tax will be subject to the interest charge generally applicable to underpayments of tax.

If the Company is a PFIC for any taxable year during which a U.S. holder holds Ordinary Shares and any of the Company’s non-U.S. subsidiaries or other corporate entities in which the Company owns equity interests is also a PFIC, the U.S. holder would be treated as owning a proportionate amount (by value) of the shares of each such non-U.S. entity classified as a PFIC (each such entity, a lower-tier PFIC). Rules similar to those described above and below would apply to such shares. There can be no assurance that any of the Company’s non-U.S. subsidiaries will not be classified as a PFIC for any taxable year. U.S. holders should consult their own tax advisor regarding the application of the PFIC rules to the Company’s lower-tier PFICs (if any).

In general, if the Company is determined to be a PFIC, a U.S. holder may avoid the adverse PFIC tax consequences described above in respect of Ordinary Shares (but not Warrants) by making and maintaining a timely and valid QEF election (if eligible to do so) to include in income its pro rata share of the Company’s (and any lower-tier PFICs’) net capital gains (as long-term capital gain) and other earnings and profits (as ordinary income), on a current basis, in each case whether or not distributed, in the first taxable year of the U.S. holder in which or with which the Company’s taxable year ends and each subsequent taxable year. A U.S. holder generally may make a separate election to defer the payment of taxes on undistributed income inclusions under the QEF rules, but if deferred, any such taxes will be subject to an interest charge.

If a U.S. holder has made a QEF election with respect to its Ordinary Shares (and any lower-tier PFICs), and the excess distribution rules discussed above do not apply to such shares (because a timely QEF election for the Company (and each lower-tier PFIC) was made in its first taxable year as a PFIC in which the U.S. holder holds (or is deemed to hold) such shares or a purge of the PFIC taint was made pursuant to a purging election, such as the deemed sale election as described above), any gain recognized on the sale of Ordinary Shares generally will be taxable as capital gain and no additional interest charge will be imposed under the PFIC rules. U.S. holders should consult their tax advisors as to the application of the rules governing purging elections to their particular circumstances. As discussed above, if the Company is a PFIC for any taxable year, a U.S. holder of Ordinary Shares that has made a QEF election will be currently taxed on its pro rata share of the Company’s earnings and profits, whether or not distributed for such year. A subsequent distribution of such earnings and profits that were previously included in income generally may not be treated as dividends when distributed to such U.S. holder. The tax basis of a U.S. holder’s shares in a QEF will be increased by amounts that are included in income and decreased by amounts distributed but not taxed as dividends, under the above rules. In addition, if the Company is not a PFIC for any taxable year, such U.S. holder will not be subject to the QEF inclusion regime with respect to Ordinary Shares for such a taxable year.



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The QEF election is made on a shareholder-by-shareholder basis and once made, can be revoked only with the consent of the IRS. In order to make a QEF election, a U.S. holder must receive a PFIC Annual Information Statement from the Company (or the lower-tier PFIC, if applicable), which includes information about the Company's (or the lower-tier PFIC's) ordinary earnings and net capital gain.

Within 120 days after the end of each of the Company's taxable years for which it reasonably believes that it may be a PFIC, the Company will determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and make those statuses available to its shareholders. If the Company determines that it was, or could reasonably be deemed to have been, a PFIC for any taxable year, the Company shall use commercially reasonable efforts to provide, and cause its non-U.S. subsidiaries that are PFICs, to provide, U.S. holders with tax information necessary to enable a U.S. holder to make a QEF election with respect to the Company and its non-U.S. subsidiaries, including a PFIC Annual Information Statement. The Company's obligation to determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and the Company's obligation to provide tax information, will last until the later of (x) five years after the end of the Company's current taxable year, or (y) such time as the Company has reasonably determined that it is not a PFIC for three (3) consecutive taxable years. After such period, the Company currently intends to continue to determine its PFIC status and the PFIC status of each of its non-U.S. subsidiaries, and to provide the necessary information described above (including a PFIC Annual Information Statement) but there can be no assurance that the Company will in fact make those determinations or provide the necessary information.

A U.S. holder generally makes a QEF election by attaching a completed IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund), including the information provided in a PFIC Annual Information Statement, to a timely filed U.S. federal income tax return for the tax year to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS. U.S. holders are urged to consult their tax advisors regarding the availability and tax consequences of a retroactive QEF election under their particular circumstances.

Alternatively, if the Company is a PFIC and Ordinary Shares constitute "marketable stock," a U.S. holder may avoid the adverse PFIC tax consequences discussed above if such U.S. holder makes a mark-to-market election with respect to such shares for the first taxable year in which it holds (or is deemed to hold) Ordinary Shares and each subsequent taxable year. Such U.S. holder generally will include for each of its taxable years as ordinary income the excess, if any, of the fair market value of its Ordinary Shares at the end of such year over its adjusted basis in its Ordinary Shares. These amounts of ordinary income would not be eligible for the favorable tax rates applicable to qualified dividend income or long-term capital gains. The U.S. holder also will recognize an ordinary loss in respect of the excess, if any, of its adjusted basis of its Ordinary Shares over the fair market value of its Ordinary Shares at the end of its taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). The U.S. holder's basis in its Ordinary Shares will be adjusted to reflect any such income or loss amounts, and any further gain recognized on a sale or other taxable disposition of its Ordinary Shares will be treated as ordinary income.

Currently, a mark-to-market election may not be made with respect to Warrants. Also, because a mark-to-market election cannot be made for any lower-tier PFICs that the Company may own, if the Company were a PFIC for any taxable year, a U.S. holder that makes the mark-to-market election may continue to be subject to the tax and interest charges under the general PFIC rules with respect to such U.S. holder's indirect interest in any subsidiaries of the Company that are PFICs.

The mark-to-market election is available only for "marketable stock"—generally, stock that is regularly traded on a national securities exchange that is registered with the SEC, including Nasdaq (on which Ordinary Shares are intended to be listed). If made, a mark-to-market election would be effective for the taxable year for which the election was made and for all subsequent taxable years unless Ordinary Shares cease to qualify as "marketable stock" for purposes of the PFIC rules or the IRS consents to the revocation of the election. U.S.

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holders are urged to consult their tax advisors regarding the availability and tax consequences of a mark-to-market election with respect to Ordinary Shares under their particular circumstances.

The application of the PFIC rules to Warrants is unclear. Proposed Treasury regulations issued under the PFIC rules generally treats an “option” (which would include a Warrant) to acquire the stock of a PFIC as stock of the PFIC, while final Treasury regulations issued under the PFIC rules provides that the QEF election does not apply to options and no mark-to-market election (discussed above) is currently available with respect to options. Therefore, if the proposed Treasury regulations are finalized in their current form, U.S. holders of Warrants would be subject to the PFIC rules described above but would not be able to make any PFIC elections with respect to Warrants.

However, a U.S. holder may make a QEF election with respect to an Ordinary Share acquired upon the exercise of a Warrant and a QEF election previously made with respect to Ordinary Shares will apply to Ordinary Shares newly acquired upon exercise of a Warrant. Notwithstanding such QEF election, the adverse tax consequences relating to PFIC shares, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired Ordinary Shares (which under proposed regulations, will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. holder held Warrants), unless the U.S. holder makes a purging election under the PFIC rules (such as the deemed sale election discussed above). U.S. holders should consult with their own tax advisors regarding the application of the PFIC rules to Warrants.

A U.S. holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. holder may have to file an IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) (whether or not a QEF or mark-to-market election is made) and to provide such other information as may be required by the U.S. Treasury Department. Failure to do so, if required, will extend the statute of limitations applicable to such U.S. holder until such required information is furnished to the IRS.

The rules dealing with PFICs and with the purging, QEF, and mark-to-market elections are very complex and are affected by various factors in addition to those described above. Accordingly, U.S. holders of Ordinary Shares and Warrants are urged to consult their own tax advisors concerning the application of the PFIC rules to the Company securities under their particular circumstances.

### *Information Reporting, Backup Withholding and Additional Reporting Requirements*

Dividend payments with respect to the Ordinary Shares and proceeds from the sale, exchange or redemption of the Ordinary Shares or Warrants may be subject to information reporting filed with the IRS unless the U.S. holder is an exempt recipient. Backup withholding may apply to such payments if the U.S. holder fails to provide a taxpayer identification number, a certification of exempt status or has been notified by the IRS that it is subject to backup withholding (and such notification has not been withdrawn). Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. holder’s federal income tax liability provided that the required information is timely furnished to the IRS.

Certain U.S. holders (and to the extent provided in IRS guidance, certain individual non-U.S. holders) holding specified foreign financial assets with an aggregate value in excess of the applicable dollar thresholds are required to report information to the IRS relating to Ordinary Shares or Warrants, subject to certain exceptions (including an exception for Ordinary Shares held in accounts maintained by U.S. financial institutions), by attaching a complete IRS Form 8938 (Statement of Specified Foreign Financial Assets) with their tax return for each year in which they hold Ordinary Shares or Warrants. Substantial penalties apply to any failure to file IRS Form 8938 and the period of limitations on assessment and collection of U.S. federal income taxes will be extended in the event of a failure to comply. U.S. holders are urged to consult their tax advisors regarding the effect, if any, of these rules on the ownership and disposition of Ordinary Shares or Warrants.

## **Non-U.S. Holders**

### *Dividends and Other Distributions on Ordinary Shares*

Subject to the discussion below concerning backup withholding, non-U.S. holders generally will not be subject to U.S. federal income tax or withholding tax on dividends (including dividends with respect to constructive distributions, as further described under the heading “—U.S. Holders—Possible Constructive Distributions”) received from the Company on Ordinary Shares (or, with respect to constructive distributions, on Warrants) unless the income from such dividends is effectively connected with the conduct of a trade or business of the non-U.S. holder in the United States and, if required under an applicable income tax treaty, is attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder in the United States, in which case, a non-U.S. holder will be subject to regular federal income tax on such dividend generally in the same manner as discussed in the section above under “U.S. Holders—Dividends and Other Distributions on Ordinary Shares,” unless an applicable income tax treaty provides otherwise. In addition, earnings and profits of such a corporate non-U.S. holder that are attributable to such dividend, as determined after allowance for certain adjustments, may be subject to an additional branch profits tax at a rate of 30%, or at a lower rate as may be specified by an applicable income tax treaty.

### *Sale, Taxable Exchange or other Taxable Disposition of Ordinary Shares and Warrants*

Subject to the discussion below concerning backup withholding, non-U.S. holders generally will not be subject to U.S. federal income tax or withholding tax on any gain realized upon the sale, exchange or other disposition of Ordinary Shares or Warrants, unless either:

- the gain is effectively connected with the non-U.S. holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. holder maintains a permanent establishment or fixed place of business in the United States to which such gain is attributable); or
- the non-U.S. holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the redemption and certain other requirements are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A non-U.S. holder that is a corporation may also be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the non-U.S. holder (even though the individual is not considered a resident of the United States) provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses. In addition, earnings and profits of a corporate non-U.S. holder that are attributable to such gain, as determined after allowance for certain adjustments, may be subject to an additional branch profits tax at a rate of 30%, or at a lower rate as may be specified by an applicable income tax treaty.

### *Exercise, Lapse or Redemption of Warrants*

The U.S. federal income tax treatment of a non-U.S. holder’s exercise of a Warrant, the lapse of a Warrant held by a Non-U.S. Holder, or the Company’s redemption of Warrants for cash generally will correspond to the U.S. federal income tax treatment of the exercise or lapse of a Warrant by a U.S. holder, as described under “U.S. Holders—Exercise, Lapse or Redemption of Warrants,” above, although to the extent a cashless exercise results in a taxable exchange, the consequences would be similar to those described under the heading “—Sale, Exchange, or other Taxable Disposition of Ordinary Shares and Warrants” for a non-U.S. holder’s gain on the sale or other disposition of Warrants.

*Information Reporting and Backup Withholding*

Payments of dividends on Ordinary Shares and amounts received with respect to the sale or other disposition of Ordinary Shares or Warrants will not be subject to backup withholding, provided that the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder either certifies its non-U.S. status, such as by furnishing a valid IRS Form W-8BEN, W-8BEN-E or W-8ECI, or otherwise establishes an exemption. However, information returns may be filed with the IRS in connection with any payments of dividends on Ordinary Shares paid to the non-U.S. holder or amounts received with respect to the sale or other disposition of Ordinary Shares or Warrants by the non-U.S. holder, regardless of whether any tax was actually withheld.

Copies of information returns that are filed with the IRS may be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the non-U.S. holder resides or is established. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS.

**THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE TO YOU DEPENDING UPON YOUR PARTICULAR SITUATION. YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES TO YOU OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF ORDINARY SHARES AND WARRANTS INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, ESTATE, FOREIGN AND OTHER TAX LAWS AND TAX TREATIES AND THE POSSIBLE EFFECTS OF CHANGES IN U.S. OR OTHER TAX LAWS.**

## PLAN OF DISTRIBUTION

We are registering the resale by the Selling Securityholders from time to time of up to 87,889,154 Class A Ordinary Shares of Satellogic Inc. (the “Company”), which include (i) 7,533,463 Class A Ordinary Shares beneficially held by a limited number of qualified institutional buyers and institutional and individual accredited investors which were issued upon the closing of the Business Combination in a private placement, (ii) 1,500,000 Class A Ordinary Shares issued to the Sponsor pursuant to the Forward Purchase Contract, (iii) 535,085 Class A Ordinary Shares issuable to certain former holders of Nettar Series X Preference Shares, (iv) 2,208,229 Class A Ordinary Shares issued to an affiliate of the Sponsor in lieu of advisory and other fees owed to them, (v) 985,026 Class A Ordinary Shares issued to an affiliate of Sponsor in satisfaction of debt owed to them, (vi) the Liberty Shares (comprising 20,000,000 Class A Ordinary Shares) issued pursuant to the Liberty Subscription Agreement, (vii) 13,662,658 Class A Ordinary Shares issuable upon conversion of our Class B Ordinary Shares, (viii) 533,333 Class A Ordinary Shares issuable upon the exercise of \$11.50 Warrants, (ix) 7,500,000 Class A Ordinary Shares issuable upon the exercise of the \$10.00 Liberty Warrants, (x) 15,000,000 Class A Ordinary Shares issuable upon the exercise of the \$15.00 Liberty Warrants, (xi) 2,500,000 Class A Ordinary Shares issuable upon the exercise of PIPE Warrants and (xii) 15,931,360 Class A Ordinary Shares issuable upon conversion of the Columbia Warrants and (b) 41,464,693 Warrants to purchase Class A Ordinary Shares which include (i) 533,333 \$11.50 Warrants, (ii) 7,500,000 \$10.00 Liberty Warrants, (iii) 15,000,000 \$15.00 Liberty Warrants, (iv) 2,500,000 PIPE Warrants and (v) 15,931,360 Columbia Warrants. The Business Combination is described in greater detail in this prospectus.

We will receive up to an aggregate of \$396,222,362.57 if all of the Warrants are exercised to the extent such Warrants are exercised for cash. All of the Ordinary Shares offered by the Selling Securityholders pursuant to this prospectus will be sold by the Selling Securityholders for their respective amounts. We will not receive any of the proceeds from these sales

### Primary Offering

Pursuant to the terms of the Warrants, the Class A Ordinary Shares will be distributed to those holders who surrender the Warrants and provide payment of the exercise price to us. Upon receipt of proper notice by any of the holders of the Warrants issued that such holder desires to exercise a Warrant, we will, within the time allotted by the agreement governing the Warrants, issue instructions to our transfer agent to issue to the holder Class A Ordinary Shares.

### Resale by Selling Securityholders

The Selling Securityholders will pay any underwriting discounts and commissions and expenses incurred by the Selling Securityholders for brokerage, accounting, tax or legal services or any other expenses incurred by the Selling Securityholders in disposing of the securities. We will bear all other costs, fees and expenses incurred in effecting the registration of the securities covered by this prospectus, including, without limitation, all registration and filing fees, Nasdaq listing fees and fees and expenses of our counsel and our independent registered public accountants.

The securities beneficially owned by the Selling Securityholders covered by this prospectus may be offered and sold from time to time by the Selling Securityholders. The term “Selling Securityholders” includes donees, pledgees, transferees or other successors in interest selling securities received after the date of this prospectus from a Selling Securityholder as a gift, pledge, partnership distribution or other transfer. The Selling Securityholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Such sales may be made on one or more exchanges or in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions. Each Selling Securityholder reserves the right to accept and, together with its respective agents, to reject, any proposed purchase of securities to be made directly or through agents. The Selling Securityholders and any of their permitted transferees may sell their securities offered by this prospectus on any stock exchange,

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market or trading facility on which the securities are traded or in private transactions. If underwriters are used in the sale, such underwriters will acquire the shares for their own account. These sales may be at a fixed price or varying prices, which may be changed, or at market prices prevailing at the time of sale, at prices relating to prevailing market prices or at negotiated prices. The securities may be offered to the public through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. The obligations of the underwriters to purchase the securities will be subject to certain conditions. The underwriters will be obligated to purchase all the securities offered if any of the securities are purchased.

Subject to the limitations set forth in any applicable registration rights agreement, the Selling Securityholders may use any one or more of the following methods when selling the securities offered by this prospectus:

- purchases by a broker-dealer as principal and resale by such broker-dealer for its own account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- block trades in which the broker-dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- an over-the-counter distribution in accordance with the rules of the Nasdaq;
- through trading plans entered into by a Selling Securityholder pursuant to Rule 10b5-1 under the Exchange Act that are in place at the time of an offering pursuant to this prospectus and any applicable prospectus supplement hereto that provide for periodic sales of their securities on the basis of parameters described in such trading plans;
- through one or more underwritten offerings on a firm commitment or best efforts basis;
- settlement of short sales entered into after the date of this prospectus;
- agreements with broker-dealers to sell a specified number of the securities at a stipulated price per share;
- in “at the market” offerings, as defined in Rule 415 under the Securities Act, at negotiated prices, at prices prevailing at the time of sale or at prices related to such prevailing market prices, including sales made directly on a national securities exchange or sales made through a market maker other than on an exchange or other similar offerings through sales agents;
- directly to purchasers, including through a specific bidding, auction or other process or in privately negotiated transactions;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- through a combination of any of the above methods of sale; or
- any other method permitted pursuant to applicable law.

In addition, a Selling Securityholder that is an entity may elect to make a pro rata in-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or stockholders would thereby receive freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

There can be no assurance that the Selling Securityholders will sell all or any of the securities offered by this prospectus. In addition, the Selling Securityholders may also sell securities under Rule 144 under the

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Securities Act, if available, or in other transactions exempt from registration, rather than under this prospectus. The Selling Securityholders have the sole and absolute discretion not to accept any purchase offer or make any sale of securities if they deem the purchase price to be unsatisfactory at any particular time.

The Selling Securityholders also may transfer the securities in other circumstances, in which case the transferees, pledgees or other successors-in-interest will be the selling beneficial owners for purposes of this prospectus. Upon being notified by a Selling Securityholder that a donee, pledgee, transferee, other successor-in-interest intends to sell our securities, we will, to the extent required, promptly file a supplement to this prospectus to name specifically such person as a selling securityholder.

With respect to a particular offering of the securities held by the Selling Securityholders, to the extent required, an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement of which this prospectus is part, will be prepared and will set forth the following information:

- the specific securities to be offered and sold;
- the names of the selling securityholders;
- the respective purchase prices and public offering prices, the proceeds to be received from the sale, if any, and other material terms of the offering;
- settlement of short sales entered into after the date of this prospectus;
- the names of any participating agents, broker-dealers or underwriters; and
- any applicable commissions, discounts, concessions and other items constituting compensation from the selling securityholders.

In connection with distributions of the securities or otherwise, the Selling Securityholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of the securities in the course of hedging the positions they assume with Selling Securityholders. The Selling Securityholders may also sell the securities short and redeliver the securities to close out such short positions. The Selling Securityholders may also enter into option or other transactions with broker-dealers or other financial institutions which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The Selling Securityholders may also pledge securities to a broker-dealer or other financial institution, and, upon a default, such broker-dealer or other financial institution, may effect sales of the pledged securities pursuant to this prospectus (as supplemented or amended to reflect such transaction).

In order to facilitate the offering of the securities, any underwriters or agents, as the case may be, involved in the offering of such securities may engage in transactions that stabilize, maintain or otherwise affect the price of our securities. Specifically, the underwriters or agents, as the case may be, may overallocate in connection with the offering, creating a short position in our securities for their own account. In addition, to cover overallocations or to stabilize the price of our securities, the underwriters or agents, as the case may be, may bid for, and purchase, such securities in the open market. Finally, in any offering of securities through a syndicate of underwriters, the underwriting syndicate may reclaim selling concessions allotted to an underwriter or a broker-dealer for distributing such securities in the offering if the syndicate repurchases previously distributed securities in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the securities above independent market levels. The underwriters or agents, as the case may be, are not required to engage in these activities, and may end any of these activities at any time.

The Selling Securityholders may solicit offers to purchase the securities directly from, and it may sell such securities directly to, institutional investors or others. In this case, no underwriters or agents would be involved.

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The terms of any of those sales, including the terms of any bidding or auction process, if utilized, will be described in the applicable prospectus supplement.

It is possible that one or more underwriters may make a market in our securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. We cannot give any assurance as to the liquidity of the trading market for our securities. Our Ordinary Shares and certain of our Warrants are currently listed on the Nasdaq under the symbols "SATL" and "SATLW," respectively.

The Selling Securityholders may authorize underwriters, broker-dealers or agents to solicit offers by certain purchasers to purchase the securities at the public offering price set forth in the prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. The contracts will be subject only to those conditions set forth in the prospectus supplement, and the prospectus supplement will set forth any commissions we or the Selling Securityholders pay for solicitation of these contracts.

A Selling Securityholder may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by any Selling Securityholder or borrowed from any Selling Securityholder or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from any Selling Securityholder in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and will be identified in the applicable prospectus supplement (or a post-effective amendment). In addition, any Selling Securityholder may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

In effecting sales, broker-dealers or agents engaged by the Selling Securityholders may arrange for other broker-dealers to participate. Broker-dealers or agents may receive commissions, discounts or concessions from the Selling Securityholders in amounts to be negotiated immediately prior to the sale.

To our knowledge, there are currently no plans, arrangements or understandings between the Selling Securityholders and any broker-dealer or agent regarding the sale of the securities by the Selling Securityholders. Upon our notification by a Selling Securityholder that any material arrangement has been entered into with an underwriter or broker-dealer for the sale of securities through a block trade, special offering, exchange distribution, secondary distribution or a purchase by an underwriter or broker-dealer, we will file, if required by applicable law or regulation, a supplement to this prospectus pursuant to Rule 424(b) under the Securities Act disclosing certain material information relating to such underwriter or broker-dealer and such offering.

Underwriters, broker-dealers or agents may facilitate the marketing of an offering online directly or through one of their affiliates. In those cases, prospective investors may view offering terms and a prospectus online and, depending upon the particular underwriter, broker-dealer or agent, place orders online or through their financial advisors.

In offering the securities covered by this prospectus, the Selling Securityholders and any underwriters, broker-dealers or agents who execute sales for the Selling Securityholders may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. Any discounts, commissions, concessions or profit they earn on any resale of those securities may be underwriting discounts and commissions under the Securities Act.

The underwriters, broker-dealers and agents may engage in transactions with us or the Selling Securityholders, or perform services for us or the Selling Securityholders, in the ordinary course of business.



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In order to comply with the securities laws of certain states, if applicable, the securities must be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the securities may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

The Selling Securityholders and any other persons participating in the sale or distribution of the securities will be subject to applicable provisions of the Securities Act and the Exchange Act, and the rules and regulations thereunder, including, without limitation, Regulation M. These provisions may restrict certain activities of, and limit the timing of purchases and sales of any of the securities by, the Selling Securityholders or any other person, which limitations may affect the marketability of the shares of the securities.

We will make copies of this prospectus available to the Selling Securityholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The Selling Securityholders may indemnify any agent, broker-dealer or underwriter that participates in transactions involving the sale of the securities against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the Selling Securityholders against certain liabilities, including certain liabilities under the Securities Act, the Exchange Act or other federal or state law. Agents, broker-dealers and underwriters may be entitled to indemnification by us and the Selling Securityholders against certain civil liabilities, including liabilities under the Securities Act, or to contribution with respect to payments which the agents, broker-dealers or underwriters may be required to make in respect thereof.

We have agreed with certain Selling Securityholders pursuant to the PIPE Subscription Agreements to use commercially reasonable efforts to keep the registration statement of which this prospectus constitutes a part effective until such time as (i) the securities covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement, (ii) the earliest of (a) two years or (b) such time that such Selling Securityholder has disposed of such securities pursuant to Rule 144.

**EXPENSES RELATED TO THE OFFERING**

Set forth below is an itemization of the total expenses that are expected to be incurred by us in connection with the offer and sale of Ordinary Shares by the selling securityholders. With the exception of the SEC registration fee, all amounts are estimates.

	<b>U.S. Dollar</b>
SEC Registration Fee	\$ 50,337
Legal Fees and Expenses	150,000
Accounting Fees and Expenses	15,500
Printing Expenses	7,500
Transfer Agent Expenses	10,000
Miscellaneous Expenses	5,000
<b>Total</b>	<b><u>\$ 238,337</u></b>

**SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES UNDER U.S. SECURITIES LAWS**

The Company is incorporated in the British Virgin Islands and conducts a majority of its operations through its subsidiary, Nettar Group Inc., outside the United States. The majority of the Company's assets are located outside the United States. A majority of the Company's officers reside outside the United States and a substantial portion of the assets of those persons are located outside of the United States. As a result, it could be difficult or impossible for you to bring an action against the Company or against these individuals outside of the United States in the event that you believe that your rights have been infringed under the applicable securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws outside of the United States could render you unable to enforce a judgment against the Company's assets or the assets of the Company's officers.

**LEGAL MATTERS**

The validity of the Ordinary Shares has been passed upon by Maples and Calder, British Virgin Islands counsel to the Company.

**EXPERTS**

The financial statements of CF Acquisition Corp. V as of December 31, 2020, and for the year ended December 31, 2020 appearing in this registration statement have been audited by WithumSmith+Brown, PC, an independent registered public accounting firm, as set forth in their report appearing elsewhere in this prospectus, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Nettar Group Inc. at December 31, 2020 and 2019 and for the years then ended, appearing in this Registration Statement, have been audited by Pistrelli, Henry Martin y Asociados S.R.L. (Member firm of Ernst & Young Global), independent registered public accounting firm, as set forth in their report appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We are subject to the periodic reporting and other information requirements of the Exchange Act as applicable to a “foreign private issuer,” and we will file annual reports and other information from time to time with the SEC in accordance with such requirements. Our SEC filings will be available to the public on the internet at a website maintained by the SEC located at [www.sec.gov](http://www.sec.gov).

We also maintain an Internet website at [www.satellogic.com](http://www.satellogic.com). We will make available, free of charge, the following documents as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC: our Annual Reports on Form 20-F; our reports on Form 6-K; amendments to these documents; and other information as may be required by the SEC. The information contained on, or that may be accessed through, our website is not part of, and is not incorporated into, this prospectus.

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**NETTAR GROUP INC.**  
**CONSOLIDATED STATEMENTS OF PROFIT AND LOSS**  
(unaudited)

		<u>Six Months Ended June 30,</u>	
		<u>2021</u>	<u>2020</u>
	<b>Notes</b>		
Revenue from contracts with customers	2	\$ 1,706,275	\$ —
Cost of sales		(1,250,848)	—
Administrative expenses		(8,680,245)	(3,268,803)
Depreciation of satellites and other property and equipment		(5,126,498)	(842,630)
Other operating expenses, net		(8,502,173)	(5,296,151)
<b>Operating loss</b>		<u>(21,853,489)</u>	<u>(9,407,584)</u>
Finance costs, net		(5,476,371)	(3,584,512)
Embedded derivative (expense) income		(26,424,890)	567,000
Gain on extinguishment of debt	10 / 11	3,575,773	—
Other financial income		249,984	183,047
<b>Loss before income tax</b>		<u>(49,928,993)</u>	<u>(12,242,049)</u>
Income tax expense	3	(220,206)	(78,243)
<b>Net loss(1)</b>		<u>\$ (50,149,199)</u>	<u>\$ (12,320,292)</u>
<b>Earnings loss per share</b>			
Basic and diluted, profit (loss) for the period attributable to ordinary equity holders of the parent	8	<b>(10.06)</b>	<b>(2.55)</b>

(1) Attributable to equity holders of the parent

The accompanying notes are an integral part of the Consolidated Financial Statements.



**NETTAR GROUP INC.**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

	Notes	June 30, 2021 (unaudited)	December 31, 2020
<b>Assets</b>			
<b>Non-current assets</b>			
Satellites and other property and equipment	4	\$ 32,971,943	\$ 34,850,974
Right-of-use assets		1,245,771	1,340,747
Financial assets	5	52,690	55,800
Other receivables		451,100	258,228
Deferred income tax assets	3	271,008	48,100
<b>Total non-current assets</b>		<u>34,992,512</u>	<u>36,553,849</u>
<b>Current assets</b>			
Inventory		—	21,355
Accounts receivables	5	523,170	4,136
Other receivables		1,017,626	771,897
Cash and cash equivalents		23,342,871	17,266,842
<b>Total current assets</b>		<u>24,883,667</u>	<u>18,064,230</u>
<b>Total assets</b>		<u>\$ 59,876,179</u>	<u>\$ 54,618,079</u>
<b>Equity and liabilities</b>			
<b>Equity</b>			
Issued capital – ordinary shares	6	\$ 50	\$ 49
Preferred shares	6	87	87
Additional paid-in capital		61,575,504	61,253,465
Other paid-in capital		7,697,670	2,464,206
Treasury shares	6	(170,949,000)	—
Warrants	11	161,432,000	—
Retained earnings		(231,103,475)	(181,004,979)
Equity attributable to equity holders of the parent		<u>(171,347,164)</u>	<u>(117,287,172)</u>
<b>Total equity deficit</b>		<u>(171,347,164)</u>	<u>(117,287,172)</u>
<b>Liabilities</b>			
<b>Non-current liabilities</b>			
Notes debt	10	38,594,941	33,794,907
Interest bearing loans and borrowings		37,008,630	—
Lease liabilities		932,392	1,035,872
Provisions		48,724	36,298
Contract liabilities	2	1,000,000	1,000,000
Trade and other payables	5	3,611,852	4,697,194
<b>Total non-current liabilities</b>		<u>81,196,539</u>	<u>40,564,271</u>
<b>Current liabilities</b>			
Notes debt	10	120,679,601	125,084,580
Interest bearing loans and borrowings		20,472,177	—
Lease liabilities		350,395	361,704
Trade and other payables	5	5,772,528	3,284,213
Payroll and social security taxes payables		1,879,139	1,716,827
Contract liabilities	2	—	454,572
Other taxes payables		872,964	439,084
<b>Total current liabilities</b>		<u>150,026,804</u>	<u>131,340,980</u>
<b>Total liabilities</b>		<u>231,223,343</u>	<u>171,905,251</u>
<b>Total equity and liabilities</b>		<u>\$ 59,876,179</u>	<u>\$ 54,618,079</u>

The accompanying notes are an integral part of the Consolidated Financial Statements.

**NETTAR GROUP INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
(unaudited)

	Attributable to the equity holders of the parent							Total Equity Deficit
	Issued Capital – Ordinary Shares	Preferred Shares	Treasury Shares	Additional Paid-in Capital	Other Paid-in Capital	Warrants	Retained Earnings	
<b>Balance as of December 31, 2020</b>	\$ 49	\$ 87	\$ —	\$ 61,253,465	\$ 2,464,206	\$ —	\$(181,004,979)	\$(117,287,172)
Exercise of stock options	1	—	—	322,039	—	—	—	322,040
Preferred shareholder transaction (1)	—	—	(170,949,000)	—	—	161,432,000	—	(9,517,000)
Net loss	—	—	—	—	—	—	(50,149,199)	(50,149,199)
Share-based compensation	—	—	—	—	5,233,464	—	50,703	5,284,167
<b>Balance as of June 30, 2021</b>	<u>\$ 50</u>	<u>\$ 87</u>	<u>\$(170,949,000)</u>	<u>\$ 61,575,504</u>	<u>\$ 7,697,670</u>	<u>\$ 161,432,000</u>	<u>\$(231,103,475)</u>	<u>\$(171,347,164)</u>

(1) See Note 11

	Attributable to the equity holders of the parent						Total Equity Deficit
	Issued Capital – Ordinary Shares	Preferred Shares	Additional Paid-in Capital	Other Paid-in Capital	Retained Earnings		
<b>Balance as of December 31, 2019</b>	\$ 48	\$ 87	\$ 60,030,063	\$ 1,605,337	\$(67,083,728)	\$ (5,448,193)	
Exercise of stock options	—	—	—	6,357	—	6,357	
Net loss	—	—	—	—	(12,320,292)	(12,320,292)	
Share-based compensation	—	—	—	300,837	2,881	303,718	
<b>Balance as of June 30, 2020</b>	<u>\$ 48</u>	<u>\$ 87</u>	<u>\$ 60,036,420</u>	<u>\$ 1,906,174</u>	<u>\$(79,401,139)</u>	<u>\$(17,458,410)</u>	

The accompanying notes are an integral part of the Consolidated Financial Statements.

**NETTAR GROUP INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOW**  
(unaudited)

	Notes	Six Months Ended June 30,	
		2021	2020
<b>Cash flows from operating activities:</b>			
Net loss		\$(50,149,199)	\$(12,320,292)
Adjustments to reconcile Net loss to net cash flows used in operating activities:			
Depreciation of satellites and other property and equipment		5,126,498	842,630
Depreciation expense of right-of-use assets		200,137	132,248
Income tax expense	3	220,206	78,243
Share-based compensation		5,284,167	303,718
Interest expense		5,462,616	3,602,150
Fair value changes of financial liabilities recognized in loss (profit)	5	26,424,890	(567,000)
Gain on debt extinguishment		(3,575,773)	—
Interest on lease liabilities		30,895	49,355
Foreign exchange differences		(840,417)	(568,792)
Changes in assets and liabilities:			
Accounts receivable and other receivables		(957,635)	38,654
Inventory		21,355	(8,381)
Provisions		12,426	(3,721)
Trade and other payables		1,358,670	369,906
Payroll and social security taxes payable		162,312	365,637
Contract liabilities		(454,572)	423,759
Other tax payables		(9,234)	117,463
Net cash used in operating activities		<u>(11,682,658)</u>	<u>(7,144,423)</u>
<b>Cash flows from investing activities:</b>			
Purchases of satellites and other property and equipment		(3,488,335)	(7,600,602)
Other financial assets		3,110	(3,674,139)
Net cash used in investing activities		<u>(3,485,225)</u>	<u>(11,274,741)</u>
<b>Cash flows from financing activities:</b>			
Interest bearing loans and notes debt	6	20,332,300	3,000,000
Payments of lease liabilities		(250,845)	(180,737)
Contributed capital and additional paid-in capital		322,040	6,357
Net cash provided by financing activities		<u>20,403,495</u>	<u>2,825,620</u>
Net increase (decrease) in cash and cash equivalents		5,235,612	(15,593,544)
Effect of foreign exchange rate changes		840,417	568,792
Cash and cash equivalents at the beginning of the year		17,266,842	24,555,345
Cash and cash equivalents at period-end		<u>\$ 23,342,871</u>	<u>\$ 9,530,593</u>

The accompanying notes are an integral part of the Consolidated Financial Statements.

**NETTAR GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(unaudited)

**1. Description of Business and Summary of Significant Accounting Policies**

**Description of Business**

Nettar Group Inc. is the holding company of Satellogic group (collectively, the “Group” or the “Company”). It was incorporated on October 7, 2014 under the laws of the British Virgin Islands (“BVI”) as an International Business Company. The registered office is located at Kingston Chambers BOX 173 C/O Maples Corporate Services BVI LTD Road Town, Tortola D8 VG1110.

The Group invests in the software, hardware, optics of the aero-space industry, focusing on satellite and image analytics technologies. The goal is to build a planetary scale analytics platform based on a proprietary satellite constellation with the capability to generate insights from images and information, with focus on multi-temporal analysis and high frequency of revisits.

The financial year-end of the Group is December 31.

**Basis of Presentation**

The accompanying unaudited interim Consolidated Financial Statements as of June 30, 2021 and for the six months ended June 30, 2021 and 2020 (“the Consolidated Financial Statements”) of the Group have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”) and the rules and regulations of the US Securities and Exchange Commission (the “SEC”) for interim financial statements under IAS 34. Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with IFRS have been condensed or omitted pursuant to the rules and regulations of the SEC. These Consolidated Financial Statements should be read in conjunction with the Company’s audited Consolidated Financial Statements and the notes thereto included in Satellogic Inc’s Form F-4 for the year ended December 31, 2020 (the “December 31, 2020 Consolidated Financial Statements”) as filed with the SEC on August 12, 2021. The significant accounting policies used in preparing these Consolidated Financial Statements were applied on a basis consistent with those reflected in the December 31, 2020 Consolidated Financial Statements. In the opinion of management, the Consolidated Financial Statements contain all adjustments (consisting of a normal, recurring nature) necessary to present fairly the Company’s financial position, profit and loss, comprehensive income, cash flows and changes in equity as of the dates and for the periods indicated. The unaudited results of profit and loss for such interim periods reported are not necessarily indicative of results for the full year.

The Consolidated Financial Statements have been prepared on a historical cost basis, except for certain financial instruments that are measured at fair values at the end of each reporting period. Historical cost is generally based on the fair value of the consideration given in exchange for goods and services. The Consolidated Financial Statements are presented in United States Dollars (“USD” or “\$”).

The notes to the Consolidated Financial Statements contained in the December 31, 2020 Consolidated Financial Statements include a discussion of the Group’s significant accounting policies and estimates.

The unaudited interim Consolidated Financial Statements of the Group and its subsidiaries for the six months ended June 30, 2021 and 2020 were approved by the Group’s Board of Directors on October 8, 2021.

**Revenue Recognition**

The Group is building a proprietary satellite constellation with the capability to generate insights from images and information, with focus on multi-temporal analysis and high frequency of revisits.

**NETTAR GROUP INC.**  
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The Group accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are established, the contract has commercial substance and collectability of consideration is probable.

The Group recognizes revenue under a contract once control of the deliverable has passed to the customer. The following indicators are evaluated in determining when control has passed to the customer: (i) the Group has a right to payment for the imagery, (ii) the Group has made available the imagery to the customer, (iii) the customer has the right to deploy the imagery in its activities, and (iv) the customer receives the rewards of obtaining the imagery. The Group's imagery can be delivered to the customers in two ways, either by providing access on the Group's platform or via electronic delivery.

The Group provides a satellite-as-a-service offering to its customers which allows the customer continued access to a platform to obtain the latest imagery generated by the Group's satellites throughout a contractual term. The Group has fulfilled its performance obligation when the customer receives and consumes the benefit of access to the latest imagery over the contractual term. The Group recognizes revenue on a straight-line basis over the contractual term to reflect the continued benefit to the customer of access to the Group's satellite imagery.

The Group also provides imagery related to specific requested tasks from customers. The Group's performance obligation under the contract is met and it recognizes revenue from these transactions at the point-in-time when control of the specific imagery has passed to the customer, which is usually upon delivery of the imagery to the customer.

At times, the Group will grant the customer the ability to name certain satellites. The naming rights of the satellites provides marketing value over the contractual term to the customer and is considered a distinct performance obligation. The Group recognizes the revenue related to the naming rights on a straight-line basis over the contractual period.

The Group also provides technical support of satellite data downlink for customers' ground stations. The Group considers this service to be a distinct performance obligation. Technical support provides a stand-ready obligation to the customer for any technical issues that may arise in connection with the accessing and downloading of images. The Group recognizes revenue on a straight-line basis over the contractual period.

The Group may also sell some of its imagery as part of contractual arrangements containing multiple deliverables. For each deliverable that represents a distinct performance obligation, total arrangement consideration is allocated based upon the determined selling prices of each performance obligation. When naming rights are present in a contract, the Group will use a third-party valuation specialist to determine the fair value of this right. The Group will then ascribe a proportion of the contract consideration to this performance obligation.

The nature of the Group's contracts does not currently give rise to variable consideration as returns or refunds are not offered.

The Group excludes amounts collected on behalf of third-parties, such as sales taxes, when determining transaction price.

Contract liabilities consist of payments received from customers, or such consideration that is contractually due, in advance of providing the product or performing services. Contract liabilities are comprised of an advance payment from the Group's contract with a commercial space technology customer.

The Group currently does not incur any incremental direct costs from obtaining customer contracts.

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The Company has elected to use the practical expedient for its performance obligations table to include only those customer contracts that are longer than 12 months at the time of contract inception and those contracts that are non-cancelable.

The Company requests payments for its imagery in advance or with the delivery of the imagery. The Company generally does not enter into any long-term financing arrangements or payment plans with customers. Although the Group's business practice is not to enter into contracts with non-cash consideration, at times this will occur. In these instances, the Group will determine the fair value of the non-cash consideration and include this value as part of the total arrangement consideration.

**Reclassifications**

Certain prior period amounts have been reclassified to conform with current period presentation.

**Principles of Consolidations**

The Consolidated Financial Statements included the accounts of Group and its 100% owned subsidiaries. All intercompany transactions and accounts are eliminated in consolidation.

**Going Concern**

The accompanying financial statements have been prepared on a going concern basis, which contemplates continuity of operations, the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the accompanying financial statements for the six months ended June 30, 2021, the Group incurred net losses of \$50,149 thousand and used cash in operations of \$11,683 thousand. These factors among others may indicate the Group will be unable to continue as a going concern for a reasonable period of time.

The Group's primary source of operating funds in 2021 and 2020 has been from funds generated from proceeds from the issuances of preference stock, convertible and other debt. The Group has experienced net losses from operations since its inception but expects these conditions to improve the remainder of 2021 and beyond as it continues to execute on its strategy. The Group has equity deficiencies at June 30, 2021 of \$171,347 thousand and requires additional financing to fund future operations.

The Group's existence is dependent upon management's ability to develop profitable operations and to obtain additional financing sources. As discussed in Note 12, the Group entered into a definitive merger agreement with CF Acquisition Corp V., a special purpose acquisition company sponsored by Cantor Fitzgerald. The transaction is expected to result in cash on the Statement of Financial Position of up to approximately \$274 million assuming no redemption of public shares of CF Acquisition Corp. V, after the Group repays its outstanding loan amounts. The cash received from this transaction is expected be able to fund the Group's future operations.

Management considers that through the merger and subsequent debt repayment or through additional financing transactions the Group will be able to obtain the funds needed to pay its obligations when due and to fund its operations. However, there can be no assurance that the merger and subsequent debt repayment will be completed as currently contemplated, or at all. To the extent additional capital is not obtained through the merger, management will be required to obtain additional capital through the sale of debt or equity, or other arrangements. However, there can be no assurance that the Company will be able to raise additional capital when needed or under acceptable terms. The accompanying statements do not include any adjustments that might result should the Group be unable to continue as a going concern.

**NETTAR GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**2. Revenue from contracts and Contract Liabilities**

The Group recognized revenue of \$1,706 thousand and zero for the six months ended June 30, 2021 and 2020, respectively. For management purposes, the Group is organized into a single reportable segment. The Group’s management considers that building of satellite constellation activity (with the aim to sell imagery) constitutes a single business unit, and therefore it represents a single reportable segment.

On June 12, 2019, the Group through one of its subsidiaries entered into an agreement with a commercial space technology company (the “Customer”) to provide satellite imagery with a Ground Sample Distance of 1 meter for up to 167,000 KM2 of satellite images per month. The term of this agreement is six years, and the revenue will be recognized on a straight-line basis over the term of the contract. On January 4, 2020, a “Supplementary Agreement” was signed by the Customer and the Group. The Group started to deliver services in April 2021 and recognized \$1,680 thousand of revenue for the six months ended June 30, 2021.

The Group’s contract liabilities consist of payments received from customers, or such consideration contractually due, in advance of providing the satellite imagery or related service. Amounts included in Contract liabilities are as follows:

	June 30, 2021	December 31, 2020
Non-current	\$ 1,000,000	\$ 1,000,000
Current	—	454,572
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 1,454,572</b>

During the six months ended June 30, 2021, the Group recognized \$455 thousand of revenue that was included as a Contract liability as of December 31, 2020.

A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For additional information regarding the Group’s performance obligations, See Note 1 (Significant Accounting Policies). The following table represents the total transaction price for the remaining performance obligations as of June 30, 2021 related to non-cancellable contracts longer than 12 months in duration that is expected to be recognized over future periods.

(in USD)	Within 1 Year	Years 1-2	Years 2-3	Thereafter
Remaining performance obligations	\$ 3,359,355	\$ 13,437,421	\$ 13,437,421	\$ 8,398,388

**3. Income tax**

The Group calculates the period income tax expense using the tax rate that would be applicable to the expected total annual earnings (losses). The major components of income tax expense in the interim condensed consolidated statement of profit or loss are:

	June 30	
	2021	2020
<b>Consolidated statement of profit or loss:</b>		
Current income tax	(443,114)	(75,907)
Deferred income tax benefit	222,908	(2,336)
<b>Income tax expense</b>	<b>(220,206)</b>	<b>(78,243)</b>

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**Deferred income tax assets:**

Deferred income tax balances as of June 30, 2021 and December 31, 2020 are as follows:

	2021	2020
<b>Net deferred tax assets before allowances</b>	<b>5,980,022</b>	<b>4,434,506</b>
Allowance for deferred income tax	(5,709,014)	(4,386,406)
<b>Net deferred tax assets</b>	<b>271,008</b>	<b>48,100</b>

As of June 30, 2021, the Group has unused tax loss carryforwards (in Argentina) amounting to an equivalent of USD 4,579 thousand. According to income tax law in force in Argentina, tax loss carryforwards (expressed in the legal currency in force in such country) can be used to offset taxable income in the following 5 years. The breakdown of these unused tax losses measured at the tax rates that are expected to apply in the years in which expire is as follows:

<u>Maturity year</u>	<u>Amounts</u>
2021	109,992
2022	211,461
2023	454,490
2024	863,832
2025	1,760,674
2026	1,178,222
	<u>4,578,671</u>

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow the benefit of part or all of that deferred tax asset to be utilized.

As of June 30, 2021, and December 31, 2020, the Group considered it is more likely than not, there will not be sufficient future taxable profit against which the unused tax loss carryforward can be utilized.

Therefore, the Group recorded an allowance for the deferred income tax originated in Argentina, including the unused tax loss carryforwards and the deferred tax assets arising from deductible temporary differences.

**4. Satellites and other property and equipment**

Satellites and Other property and equipment net book value consists of the following:

<u>(in '000s)</u>	<u>June 30,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
Satellites and operations	\$24,982	\$ 25,071
Advances for Satellites and other	5,311	6,943
Research & Development Lab, cleanroom, laboratory equipment and instruments in process	1,826	2,008
Furniture and office supplies	435	364
Third-party building improvement	377	412
Ground station	41	53
Satellites and other property and equipment, net	<u>\$32,972</u>	<u>\$ 34,851</u>



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**5. Financial assets and financial liabilities****Breakdown of Financial assets**

Set out below, is an overview of financial assets, other than cash and short-term deposits, held by the Group as at 30 June 2021 and 31 December 2020:

	2021	2020
<b>Assets at amortized cost</b>		
Fixed term deposit – Non-current	52,690	55,800
Accounts receivables – Current	523,170	4,136
Other receivables (guarantee deposits) – Non-current	153,903	157,192
<b>Total</b>	<b>729,763</b>	<b>217,128</b>

**Breakdown of Financial liabilities**

Set out below, is an overview of financial liabilities held by the Group as at 30 June 2021 and 31 December 2020:

	2021	2020
<b>Derivatives not designated as hedging instruments</b>		
Notes debt – Embedded derivative (note 10)	101,263,000	96,095,000
Series X Preferred shares – Embedded derivative (note 6)	872,000	—
<b>Financial liabilities at amortized cost</b>		
Trade and other payables		
Current	5,772,528	3,284,213
Non-current	3,611,852	4,697,194
Notes debt		
Current	45,107,601	51,128,580
Non-current	12,903,941	11,655,907
Interest bearing loans and borrowings		
Series X Preferred shares – current	19,600,177	—
Promissory note (Note 11) – non current	37,008,630	—
Lease liabilities		
Current	350,395	361,704
Non-current	932,392	1,035,872
<b>Total</b>	<b>227,422,516</b>	<b>168,258,470</b>

**Risk management objectives and policies**

The Group's activities expose it to a variety of financial risks, including market risk, interest rate risk, credit risk, foreign currency risk and liquidity risk.

The Group's senior management oversees the management of these risks. The Group's senior management conducts this oversight in close co-operation with the board of directors and focuses on actively securing the entity's short to medium term cash flows by minimizing the exposure to financial markets.

The Group does not actively engage in the trading of financial assets for speculative purposes.

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The Board of Directors reviews and agrees policies for managing each of these risks, which are summarized below.

**Market risk**

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk, such as the fair value of the conversion options contained in the Series X preference shares and convertible debt notes described in notes 6 and 10 to the financial statements, respectively.

The market risk of the conversion options contained in the Series X and convertible debt notes, arises from the potential changes in the fair value of the embedded derivative attributable to changes in the stock price of the shares at the conversion date, compared with the strike price of the shares calculated based on the preferred share agreement described in note 6, and the Note Purchase Agreements described in note 10.

Interest and foreign currency risk are analyzed in the following sections

**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group's policy is to maintain borrowings at fixed rates of interest. The Group's exposure to the risk of changes in market interest rates relates primarily to the rollover of the Group's notes debt obligations and interest bearing loans and borrowings, which bear fixed interest rates. Therefore, the Group considers that is not subject to significant interest rate risk.

**Credit risk**

Credit risk reflects the risk that a counterparty will default on its contractual obligations, resulting in a financial loss to the Group. Credit risk of any entity doing business with the Group is systematically analyzed, including aspects of a qualitative nature. The measurement and assessment of the Group total exposure to credit risk covers all financial instruments involving any counterparty risk.

At present, the Group has already signed its first agreement with a significant customer as further discussed in note 2.

Accounts receivables are non-interest bearing and are generally on terms of 30 to 90 days. Nevertheless, the Group does not have neither past due nor impaired receivables.

**Concentration of credit risk**

Cash equivalents, financial assets and other receivables are potentially subject to concentration of credit risk. Cash equivalents investments are placed with financial institutions and financial instruments that Management believes are of high credit quality.

**Liquidity risk**

The Group manages liquidity risk by using funding obtained mainly from shareholders and notes payable. See notes 6, 10 and 11.

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**Foreign currency risk**

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group's exposure to the risk of changes in foreign exchange rates relates primarily to the Group's operating activities (when expense is denominated in a foreign currency) and the Group's net investments in foreign subsidiaries.

The Group undertakes transactions denominated in foreign currencies; consequently, exposures to exchange rate fluctuations arise. Exchange rate exposures are managed within approved policy parameters.

**Fair value measurement hierarchy**

The following table provides the fair value measurement hierarchy of the Group's assets and liabilities.

<u>Financial Instruments</u>	<u>Date of valuation</u>	<u>Total</u>	<u>Fair value measurement using</u>		
			<u>Quoted prices in active markets (Level 1)</u>	<u>Significant observable inputs (Level 2)</u>	<u>Significant unobservable inputs (Level 3)</u>
<b>Assets measured at fair value</b>					
Cash equivalents – Money market funds	Jun 30, 2021	1,088,525	1,088,525	—	—
<b>Assets for which fair values are disclosed</b>					
Fixed term deposit	Jun 30, 2021	52,690	—	52,690	—
Accounts receivables	Jun 30, 2021	523,170	—	523,170	—
Other receivables (guarantee deposits)	Jun 30, 2021	113,391	—	113,391	—

<u>Financial Instruments</u>	<u>Date of valuation</u>	<u>Total</u>	<u>Fair value measurement using</u>		
			<u>Quoted prices in active markets (Level 1)</u>	<u>Significant observable inputs (Level 2)</u>	<u>Significant unobservable inputs (Level 3)</u>
<b>Liabilities measured at fair value</b>					
Notes debt – Embedded derivative (note 10)	Jun 30, 2021	101,263,000	—	—	101,263,000
Series X Preferred shares – Embedded derivative (note 6)	Jun 30, 2021	872,000	—	—	872,000
<b>Liabilities for which fair values are disclosed</b>					
Notes debt	Jun 30, 2021	58,290,000	—	58,290,000	—
Promissory note (Note 11)	Jun 30, 2021	37,263,688	—	37,263,688	—
Series X Preferred shares	Jun 30, 2021	19,372,000	—	19,372,000	—
Trade and other payables	Jun 30, 2021	9,139,195	—	9,139,195	—

There were no transfers between Level 1 and Level 2 fair value measurements during the period, and no transfers into or out of Level 3 fair value measurements during the six months ended 30 June 2021.

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**Fair value of financial instruments that are not measured at fair value (but fair value disclosures are required)**

Set out below is a comparison, by class, of the carrying amounts and fair values of the Group's financial instruments, other than those with carrying amounts that are reasonable approximations of fair values.

	June 30, 2021		December 31, 2020	
	Carrying Amount	Fair value	Carrying amount	Fair value
<b>Financial assets measured at amortized cost</b>				
Other receivables (guarantee deposits)	153,903	113,391	157,192	129,862
<b>Total</b>	<b>153,903</b>	<b>113,391</b>	<b>157,192</b>	<b>129,862</b>
	June 30, 2021		December 31, 2020	
	Carrying Amount	Fair value	Carrying amount	Fair value
<b>Financial liabilities measured at amortized cost</b>				
Notes debt	58,011,542	58,290,000	62,784,487	55,280,000
Promissory note (Note 11)	37,008,630	37,263,688	—	—
Series X Preferred shares	19,600,177	19,372,000	—	—
Trade and other payables	9,384,380	9,139,195	7,981,407	7,477,839
<b>Total</b>	<b>124,004,729</b>	<b>124,064,883</b>	<b>70,765,894</b>	<b>62,757,839</b>

Management assessed that the fair values of fixed term deposits, accounts receivables, current other receivables, and current trade and other payables approximate their carrying amounts largely due to the short-term maturities of these instruments.

There were no changes in the Group's valuation processes, valuation techniques, and types of inputs used in the fair value measurements during the period.

For the financial liabilities referred in note 6 (Series X preferred shares) and note 11 (Promissory note), the following methods and assumptions were used to estimate the fair values of both financial liabilities:

- The fair value of the Promissory note has been estimated using a discounted cash flow (DCF) model. The valuation requires management to make certain assumptions about the model inputs, including forecast cash flows, the discount rate, credit risk and volatility. The probabilities of the various estimates within the range can be reasonably assessed and are used in management's estimate of fair value for these receivables.
- The fair values of the Group's Series X preferred shares are determined by using the "with" and "without" method. As of each Measurement Date, we first valued the Series X preferred shares with the Conversion Options (the "with" scenario) and subsequently valued the preferred shares without the Conversion Options (the "without" scenario). The difference between the fair values of the preferred shares in the "with" and "without" scenarios was the concluded fair value of the Conversion Options as of the Measurement Date.

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**Description of significant unobservable inputs to valuation**

The significant unobservable inputs used in the fair value measurements categorized within Level 3 of the fair value hierarchy, together with a quantitative sensitivity analysis as of June 30, 2021 are shown below:

<u>Financial instrument</u>	<u>Valuation technique</u>	<u>Significant unobservable inputs</u>	<u>Range (weighted average)</u>	<u>Sensitivity of the input to fair value</u>
Notes debt – Embedded derivative	“with” and “without” method	Discount rate	June 2021: 12.5% June 2020: 12.5%	2021: 1% increase (decrease) in the discount rate would result in an increase (decrease) in fair value of the liability of \$262,254 (\$267,872).  2020: 1% increase (decrease) in the discount rate would result in a (decrease) increase in fair value of the liability of (\$14,773) \$14,626.
Notes debt – Embedded derivative	“with” and “without” method	Fair value of one Series B Preference Share	June 2021: \$29.97 June 2020: \$8.73	2021: A 20% increase (decrease) in the fair value of the Series B Preference Share (+/- \$5.99) would result in an increase (decrease) in fair value of the liability of \$32,496,237 (\$32,463,827).  2020: A 20% increase (decrease) in the fair value of the Series B Preference Share (+/- \$1.75) would result in an increase (decrease) in fair value of the liability of \$1,540,971 (\$897,935).
Notes debt – Embedded derivative	“with” and “without” method	Volatility	June 2021: 34 – 36% June 2020: 55%	2021: A 10% increase (decrease) in the volatility would result in an increase (decrease) in fair value of the liability of \$32,536 (\$4,791).  2020: A 10% increase (decrease) in the volatility would result in an increase (decrease) in fair value of the liability of \$839,294 (\$680,213).
Series X – Embedded derivative	“with” and “without” method	Discount rate	June 2021: 15%	1% increase (decrease) in the discount rate would result in an increase (decrease) in fair value of the liability of \$46,280 (\$46,819).

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Financial instrument	Valuation technique	Significant unobservable inputs	Range (weighted average)	Sensitivity of the input to fair value
Series X – Embedded derivative	“with” and “without” method	One common share value on fully-diluted basis in Delayed Exit / Stay Private scenario	June 2021: \$28.65	A 20% increase (decrease) in the value of the common share (+/--\$5.73) would result in an increase (decrease) in fair value of the liability of \$41,925 (\$26,264).
Series X – Embedded derivative	“with” and “without” method	Volatility	June 2021: 58%	2021: A 10% increase (decrease) in the volatility would result in an increase (decrease) in fair value of the liability of \$24,808 (\$20,553).

**Reconciliation of Level 3 fair value measurements of financial instruments**

	Derivatives not designated as hedging instruments
<b>At December 31, 2020</b>	<b>96,095,000</b>
Remeasurement recognized in profit or loss (gain) Series X	(644,050)
Remeasurement recognized in profit or loss Convertible Notes	27,068,940
Issues – Series X	1,516,050
Settlements – Convertible Notes	(21,900,940)
Transfers in of Level 3	—
Transfers out of Level 3	—
<b>At June 30, 2021</b>	<b>102,135,000</b>

**6. Issued capital and reserves**

During the six months ended on June 30, 2021, the Group issued Series X Preference shares, and repurchased Series A, B and B-1 Preferred Shares owned by a former shareholder (see note 11). The breakdown of each class of share capital as of June 30, 2021 and December 31, 2020 is as follows:

<i>Shares issued and fully paid</i>	2021 USD	2020 USD
<b>Shares classified as equity</b>		
Ordinary shares	50	49
Series A preference shares	47	47
Series B preference shares	31	31
Series B-1 preference shares	9	9
	<b>137</b>	<b>136</b>

For the rest of the classes, the number of shares authorized remained unchanged as of June 30, 2021.

In April 2021, the Group entered into an agreement with investors, through which the Group would issue up to 2,500,000 Series X preference shares, \$0.00001 par value per share, at a purchase price of \$10.00. The Series X

**NETTAR GROUP INC.**  
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Preference Shares carry an annual 7% cumulative dividend, payable upon a liquidation, dissolution, winding up or upon the election the shareholders upon redemption.

The Series X preference shares contain a contractual obligation to deliver cash or another financial asset (e.g., variable number of common shares) if certain conversion events occur beyond the Group's control (e.g. acquisition by a special purpose acquisition company (the "SPAC"), next equity financing, an Initial Public Offering ("IPO") or conversion at the optional election of shareholders). The Series X preference shares are recognized in Interest bearing loans and borrowings on the Consolidated Statement of Financial Position. As of June 30, 2021, the Group has a derivative of \$872,000 in Interest bearing loans and borrowings of the Statement of Financial Position related to certain conversion options in the preference share agreement whose economic risks are not closely related to the financial instrument. As of June 30, 2021, 2,033,230 shares were issued.

All Series X Preference Shares and all accrued but unpaid dividends converts into other forms of equity securities upon the earliest to occur of the below outlined conversion events:

- a. **Private Investment in Public Equity (PIPE) financing** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would automatically convert, upon consummation of any PIPE financing in connection with an acquisition of the Group by a SPAC, into shares of common stock of the SPAC at the greater of:
  - i. the Original Issue Price \$10 or
  - ii. the lowest price paid per share of SPAC common stock in the PIPE financing.
- b. **Next equity financing** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would convert, upon consummation by the Group of any issuance of preference shares following the date of the closing of the Proposed Offering in which the Group receives gross proceeds of not less than \$30,000,000 into the preference shares sold in such issuance at 85% of the lowest price paid per preference share by the investors paying with cash in such issuance.
- c. **Upon other events** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would convert, upon the earlier of:
  - i. a Qualified Initial Public Offering (IPO as defined in the Company's memorandum of association)
  - ii. a conversion election by the holders of 60% of the Series X Preference Shares (the "Requisite Holders"), into a number of ordinary shares of the Group with an aggregate value equal to the aggregate purchase price paid in the Proposed Offering for all issued and outstanding Series X Preference Shares, based on a pre-money valuation of the Group of \$1.15 billion (the "Enterprise Value").
- d. **Optional Redemption** – The Series X Preference Shares would be redeemable for cash at the election of the Requisite Holders [60% of Series X Preference Shares], upon the earlier of:
  - i. immediately prior to the occurrence of any of the conversion events described above (other than the event described under clause (ii) under the sub-heading "Conversion on Other Events")
  - ii. the two (2) year anniversary of the consummation of the Proposed Offering, in each case at a price equal to the Original Issue Price plus all accrued and unpaid dividends on such shares, in which event all Series X Preference Shares would be redeemed.

**NETTAR GROUP INC.**  
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The reconciliation of the number of shares outstanding at the beginning and at the end of the period is as follows.

<i>Ordinary shares issued and fully paid</i>	<u>Number of shares</u>	<u>USD</u>
<b>As of December 31, 2020</b>	<b>4,929,262</b>	<b>\$ 49</b>
Issuance of shares	142,642	1
<b>As of June 30, 2021</b>	<b>5,071,904</b>	<b>\$ 50</b>

<i>Preferred shares</i>	<u>Series A Number of shares</u>	<u>Series B Number of shares</u>	<u>Series B-1 Number of shares</u>	<u>Series X Number of shares</u>	<u>USD Total Equity</u>	<u>USD Par Value</u>
<b>At December 31, 2020</b>	4,723,330	3,117,915	899,153	—	87	—
Issuance of shares	—	—	—	2,033,230	—	20,332,300
<b>At June 30, 2021</b>	<b>4,723,330</b>	<b>3,117,915</b>	<b>899,153</b>	<b>2,033,230</b>	<b>87</b>	<b>20,332,300</b>

In accordance with the Articles of Association of Nettar Group Inc., the Purchase Agreements and the Investors' Right Agreements (hereinafter, the Agreements), each holder of Preference Shares shall be entitled to convert any or all of its Preference Shares at any time, without the payment of any additional consideration, into such number of fully paid Ordinary Shares per Preference Share as is determined by dividing the applicable Original Purchase Price by the applicable Conversion Price determined for each series of preferred shares. Furthermore, the Agreements states the events which trigger the automatically conversion of the preferred shares into Ordinary Shares, such as the closing of a Qualified initial public offering (IPO), or with a Requisite Vote to convert all Preference Shares at the then-effective Conversion Price.

<i>Treasury shares (1)</i>	<u>Series A Number of shares</u>	<u>Series B Number of shares</u>	<u>Series B-1 Number of shares</u>	<u>USD Equity (deficit)</u>
<b>At December 31, 2020</b>	—	—	—	—
Repurchase of shares	2,176,000	1,725,784	226,629	(170,949,000)
<b>At June 30, 2021</b>	<b>2,176,000</b>	<b>1,725,784</b>	<b>226,629</b>	<b>(170,949,000)</b>

(1) See Note 11

**7. Share-based compensation**

The Group maintains a plan under which the share-based option awards are issued or modified.

Share-based compensation expense, which is recorded in *Administrative expenses* or *Other operating expenses* in the Consolidated Statements of Profit and Loss was \$5,284 thousand and \$304 thousand for the six months ended June 30, 2021 and 2020, respectively.



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The exercise price of a share option granted is equal to the fair value of the underlying stock on the date of the grant. Share options have a contractual term of ten years. To estimate the fair value of options granted, the Group uses the Black-Scholes option pricing model. The weighted average assumptions used to value the stock options granted in the six months ended June 30, 2021 were as follows:

	<u>2021</u>
Grant date fair value	\$ 25.44
Dividend yield	—
Expected volatility	61-72%
Risk-free interest rate	0.5-1.2%
Weighted average share exercise price	\$ 3.36

The expected volatility reflects the assumption that the historical volatility over a period similar to the life of the options is indicative of future trends, which may not necessarily be the actual outcome.

Share option activity for the six months ended June 30, 2021 was as follows:

	<u>Number of Options</u>	<u>Weighted- Average Exercise Price</u>
<b>Outstanding at January 1, 2021</b>	1,421,314	\$ 2.75
Granted	791,249	4.24
Forfeited	(50,925)	4.09
Exercised	(142,642)	1.94
Expired	(13,752)	2.06
<b>Outstanding at June 30, 2021</b>	2,005,244	\$ 3.36
Vested and exercisable at June 30, 2021	1,034,384	\$ 2.66

#### 8. Earnings (loss) per share (EPS)

Basic EPS is calculated by dividing the profit (loss) for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year. Diluted EPS is calculated by dividing the profit (loss) attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

The Group identified four financial instruments that qualify as potential ordinary shares: 1) the preferred shares described in note 6 (including the Series X preferent shares issued during the period); 2) the share-based options awards mentioned in note 7; 3) the warrant described in note 11; and 4) the notes debt described in note 10. However, all these potential ordinary shares are antidilutive because their conversion to ordinary shares would decrease loss per share from continuing operations. In accordance with IAS 33, the calculation of diluted earnings per share does not assume conversion, exercise, or other issue of potential ordinary shares that would have an antidilutive effect on earnings (loss) per share. Therefore, basic and diluted EPS are equal.

**NETTAR GROUP INC.**  
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The following table reflects the income (loss) and share data used in the basic and diluted EPS calculations:

	<u>2021</u>	<u>2020</u>
Loss for the period attributable to Equity holders of the parent for basic earnings (loss)	(50,149,199)	(12,320,292)
Loss attributable to ordinary equity holders of the parent adjusted for the effect of dilution	(50,149,199)	(12,320,292)
Weighted average number of ordinary shares for basic EPS	4,985,434	4,833,967
Weighted average number of ordinary shares adjusted for the effect of dilution	4,985,434	4,833,967
Earnings (loss) per share		
Basic and Diluted	<b>(10.06)</b>	<b>(2.55)</b>

#### 9. Related party disclosures

The Group has debt notes with certain related parties. The following table provides the notes debt balances and associated finance costs.

	<u>June 30,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
Notes debt	<u>\$ 32,683,895</u>	<u>\$ 48,598,016</u>
	<u>Six Months Ended June 30,</u>	
	<u>2021</u>	<u>2020</u>
Finance cost	<u>\$ 853,589</u>	<u>\$ 1,481,982</u>

#### 10. Notes debt

In September 2020, the Group signed a Note Purchase Agreement (the "NPA" with certain lenders, which included a compound annual interest rate of 5% with a maturity of 2 years. Such 2020 notes together with the 2018 and 2019 Amended & Restated NPA with similar conditions (compound annual interest rate of 5% with 2 years of maturity) are all the Notes debt issued by the Group.

**NETTAR GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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In April 2021, the Group’s management agreed with its note holders, to extend the maturity date of the 2018 and 2019 convertible notes with original due date in April and September 2021, respectively. The new maturity date for the 2018 and 2019 notes is now in April 2022. The Group recognized a gain on extinguishment of debt of \$318 thousand on the Consolidated Statement of Profit and Loss for the six months ended June 30, 2021, related to the agreement. The breakdown of the notes outstanding as of June 30, 2021 and December 2020, is as follows:

	<u>Annual interest rate</u>	<u>Original Maturity</u>	<u>Extended Maturity</u>	<u>June 2021 Principal USD</u>	<u>December 2020 Principal USD</u>
	%				
<b>Non-current notes debt</b>					
Notes debt issued in 2020	5	2022		\$15,047,000	\$15,047,000
				<u>\$15,047,000</u>	<u>\$15,047,000</u>
<b>Current notes debt</b>					
Notes debt 2018	5	2020	2022	\$16,540,000	\$19,540,000
Notes debt 2019	5	2021	2022	25,000,000	30,000,000
				<u>\$41,540,000</u>	<u>\$49,540,000</u>
Total current and non-current debt				<u>\$56,587,000</u>	<u>\$64,587,000</u>

The 2020 and 2019 NPA indicate the situations that trigger the conversion of these notes into Group shares, and the applicable conditions. These terms remained unchanged during the period ended June 30, 2021.

**Conversion features**

The Group determined that the conversion features represented a derivative instrument, which is not clearly and closed related to the debt host contracts, and therefore were required to be separately accounted for. The convertible debt instruments were separated into debt and conversion option at issuance and a fair value was assigned.

Based on the characteristics of the Notes as of the measurement date, the Group estimated the fair value of the conversion options using the “with” and “without” method. As of each measurement date, the Group first valued the Notes with the conversion options (the “with” scenario) and subsequently valued the Notes without the conversion options (the “without” scenario). The difference between the fair values of the Notes in the “with” and “without” scenarios was the concluded fair value of the conversion options as of the measurement date.

To estimate the fair value of the Notes in the “with” scenario, management considered the Group’s expectations regarding future financings. Management used expectations regarding a next qualified equity financing scenario and a dissolution scenario to estimate the fair value of the Notes in the “with” scenario.

Regarding the “without” scenario, the Group also considered two scenarios: the next equity financing scenario, and the dissolution scenario, in order to estimate the fair value of the Notes.

After initial recognition, the debt is accounted for at amortized cost and effective interest rate is calculated considering residual value assigned. The fair value of the conversion feature is determined at each reporting date and fair value change recognized in profit or loss.

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The breakdown of the financial liability is as follows:

	June 30, 2021	December 31, 2020
Notes debt at amortized cost	\$ 52,644,585	\$ 54,957,670
Interest payable	5,366,957	7,826,817
Subtotal notes debt portion at amortized cost	58,011,542	62,784,487
Embedded derivative liability at fair value through profit or loss	101,263,000	96,095,000
Total notes debt	159,274,542	158,879,487
Total non-current	38,594,941	33,794,907
Total current	\$ 120,679,601	\$ 125,084,580

#### 11. Preferred shareholder transaction

On March 8, 2021, the Group signed an Exchange Agreement in conjunction with a Loan Agreement and Warrant with a Preferred shareholder (the "Investor"). Prior to such date, the Investor had been a lender under the 2018 and 2019 note purchase agreements and owned Series A, Series B and B-1 Preferred Shares. Under the Exchange Agreement the Investor sold back all its outstanding shares and convertible promissory note, including the cancellation of the convertible feature of the promissory note with a fair value of \$21,901 thousand, in exchange for a new promissory note of \$40,089 thousand, including unpaid accrued interest, and a warrant with a transaction fair value of \$161,432 thousand. The Group recognized a gain on debt extinguishment of \$3,258 thousand related to the transaction and a cost of treasury shares of \$170,949 thousand (see Note 6).

The new promissory note has a fixed interest rate of 5% per year, payable at the maturity date of April 8, 2046. The new promissory note is mandatorily payable upon event of default, change of control, going public or initial coin offering transaction, in an amount equal to the sum of all outstanding principal of the promissory note, plus accrued and unpaid interest.

The warrant has an exercise price of \$40,089 thousand, subject to adjustments related to changes in the outstanding shares of the Group (e.g., stock dividends, split-ups, recapitalizations, and mergers), and is exercisable the earlier of 25 years from the effective date or the date in which the warrant is exercised in full. The warrant is freestanding, can be separately exercised from the debt and is transferrable with a Right of first refusal. The Investor has the option to pay the exercise price of the warrant in cash or through reduction of the principal amount. The Investor may not hold more than 1% of the total number of outstanding ordinary shares of the Company (which number may go up to 2% for a period that may not exceed several days as set forth in the Company Warrant).

#### 12. Subsequent events

##### Merger agreement with CF Acquisition Corp. V

Nettar Group, Inc., and CF Acquisition Corp. V (Nasdaq: CFV) ("CFAC V"), a special purpose acquisition company sponsored by Cantor Fitzgerald, announced on July 5, 2021 that they have entered into a definitive merger agreement that will result in Satellogic Inc (a new entity of the Group, formed for the purpose of participating in the merger transaction with CFAC V) becoming a publicly traded company. The transaction is expected to be completed early in the fourth quarter of 2021, subject to regulatory approvals and other customary closing conditions. After closing, Satellogic Inc will trade on the Nasdaq under ticker symbol SATL.

**NETTAR GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(unaudited)

The transaction is expected to result in cash on the Statement of Financial Position of up to approximately \$274 million, after transaction expenses and debt repayment, through the contribution of up to \$250 million of cash held in CFAC V's trust account (assuming no redemptions by CFAC V's public stockholders), and a concurrent PIPE offering of \$100 million led by SoftBank's SBLA Advisers Corp. and Cantor Fitzgerald, among other top-tier institutional investors.

The transaction, which has been unanimously approved by the Boards of Directors of Satellogic and CFAC V, is subject to approval by CFAC V's stockholders and other customary closing conditions.

The Group believes that its cash on hand following the consummation of the Business Combination will be sufficient to meet its working capital and capital expenditure requirements for a period of at least 12 months from the end of the reporting period.

**Modified agreement with a Commercial Space Technology Customer for Satellite Imagery**

On September 22, 2021, the Group through one of its subsidiaries modified its existing agreement with the Customer to provide satellite imagery extending the term from six years to twelve years and contemplating a take-or-pay basis over an agreed upon geographical space and additional consideration in excess of agreed service cap.

**Hannover Holdings S.A. ("Hannover") Notice**

Hannover holds Convertible Notes, Company Ordinary Shares and Company Preference Shares which, subject to conversion of its Convertible Notes, Company Ordinary Shares and Company Preference Shares into Satellogic Inc ("PubCo") Class A Ordinary Shares in connection with the completion of the Business Combination, and subject to the assumptions described in Satellogic Inc's Form F-4 for the year ended December 31, 2020 (including no redemptions by holders of CF V Public Shares), would amount to approximately 8.9% of the issued and outstanding PubCo Ordinary Shares as of completion of the Business Combination. Hannover has provided notice to the Company that it might dissent and seek appraisal in connection with the Initial Merger which forms part of the Business Combination or bring other claims arising from the Business Combination. If Hannover were to seek appraisal rights in connection with the Initial Merger, it would be entitled to receive the payment of "fair value" for its shares under the laws of the BVI, which could be more than, less than, or the same as the Merger Consideration. The fair value determination would exclude any appreciation or depreciation directly or indirectly induced by the proposed Business Combination and related financing, and accordingly, although the Company's management believes that the appraised value under BVI law would be significantly lower than the Merger Consideration, no assurances can be given as to what the appraised value as potentially determined through a statutory appraisal process in the BVI, would be as compared to the Merger Consideration. Any litigation brought by Hannover in connection with the Business Combination or the appraised value of Hannover's shares determined in connection with any appraisal, if sought by Hannover, could have a material adverse effect on PubCo, including its liquidity.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of  
Nettar Group Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated statements of financial position of Nettar Group Inc. (the “Company”) as of December 31, 2020 and 2019, the related consolidated statements of profit or loss, changes in equity and cash flows for the years then ended, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, in conformity with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

**Basis for Opinion**

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Pistrelli, Henry Martin y Asociados S.R.L.  
Member of Ernst & Young Global  
We have served as the Company’s auditor since 2017.  
City of Buenos Aires, Argentina  
May 21, 2021

## NETTAR GROUP INC.

**Consolidated statements of profit or loss  
for the years ended December 31, 2020 and 2019**  
(Amounts stated in United States Dollars [USD])

	Notes	2020	2019
Other operating income		22,394	126,375
Administrative expenses	4.1	(8,127,496)	(4,323,365)
Depreciation of satellites and other property and equipment	7	(3,182,011)	(4,238,444)
Other operating expenses	4.2	(11,376,667)	(12,261,764)
<b>Operating loss</b>		<b>(22,663,780)</b>	<b>(20,697,198)</b>
Finance costs	5.1	(7,565,781)	(4,501,355)
Finance income	5.2	78,570	398,351
Other financial income (expense)	5.3	596,628	(112,001)
Embedded derivative income (expense)	5.4	(84,223,586)	4,230,000
<b>Loss before income tax</b>		<b>(113,777,949)</b>	<b>(20,682,203)</b>
Income tax expense	6	(147,866)	(83,150)
<b>Loss for the year</b>		<b>(113,925,815)</b>	<b>(20,765,353)</b>
Attributable to:			
Equity holders of the parent		(113,925,815)	(20,765,353)
Non-controlling interests		—	—
		<b>(113,925,815)</b>	<b>(20,765,353)</b>
Earnings (loss) per share			
Basic and diluted, profit (loss) for the year attributable to ordinary equity holders of the parent	18	(23.47)	(4.30)

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

**NETTAR GROUP INC.**
**Consolidated statements of financial position  
as of December 31, 2020 and 2019**  
(Amounts stated in USD)

	Notes	<u>2020</u>	<u>2019</u>
<b>Assets</b>			
<b>Non-current assets</b>			
Satellites and other property and equipment	7	34,850,974	22,483,997
Financial assets	8	55,800	70,029
Right-of-use assets	24	1,340,747	—
Other receivables	9	258,228	228,689
Deferred income tax assets	6	48,100	9,898
<b>Total non-current assets</b>		<u>36,553,849</u>	<u>22,792,613</u>
<b>Current assets</b>			
Inventories		21,355	7,526
Accounts receivables		4,136	11,400
Other receivables	9	771,897	573,359
Cash and cash equivalents	10	17,266,842	24,555,345
<b>Total current assets</b>		<u>18,064,230</u>	<u>25,147,630</u>
<b>Total assets</b>		<u><b>54,618,079</b></u>	<u><b>47,940,243</b></u>
<b>Equity and liabilities</b>			
<b>Equity</b>			
Issued capital – ordinary shares	11	49	48
Preferred shares	11	87	87
Additional paid-in capital	11	61,253,465	60,030,063
Other paid-in capital	11	2,464,206	1,605,337
Retained earnings		(181,004,979)	(67,083,728)
Equity attributable to equity holders of the parent		(117,287,172)	(5,448,193)
<b>Total equity (deficit)</b>		<u><b>(117,287,172)</b></u>	<u><b>(5,448,193)</b></u>
<b>Liabilities</b>			
<b>Non-current liabilities</b>			
Notes debt	22	33,794,907	28,495,117
Lease liabilities	24	1,035,872	—
Provisions	13	36,298	39,802
Contract liabilities	14	1,000,000	1,000,000
Trade and other payables	15	4,697,194	—
<b>Total non-current liabilities</b>		<u>40,564,271</u>	<u>29,534,919</u>
<b>Current liabilities</b>			
Notes debt	22	125,084,580	20,648,261
Lease liabilities	24	361,704	—
Trade and other payables	15	3,284,213	1,549,581
Payroll and social security taxes payables	16	1,716,827	1,418,463
Contract liabilities	14	454,572	—
Other taxes payables	17	439,084	237,212
<b>Total current liabilities</b>		<u>131,340,980</u>	<u>23,853,517</u>
<b>Total liabilities</b>		<u>171,905,251</u>	<u>53,388,436</u>
<b>Total equity and liabilities</b>		<u><b>54,618,079</b></u>	<u><b>47,940,243</b></u>

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



## NETTAR GROUP INC.

**Consolidated statements of changes in equity  
for the years ended December 31, 2020 and 2019**  
(Amounts stated in USD)

	Attributable to the equity holders of the parent				Retained earnings	Total equity (deficit)
	Issued capital – ordinary shares (Note 11)	Preferred shares (Note 11)	Additional paid-in capital (Note 11)	Other paid-in capital (Note 11)		
<b>As at January 1, 2019</b>	<b>48</b>	<b>87</b>	<b>60,013,710</b>	<b>753,116</b>	<b>(46,426,264)</b>	<b>14,340,697</b>
Exercise of stock options (Note 11)	—	—	16,353	—	—	16,353
Loss for the year	—	—	—	—	(20,765,353)	(20,765,353)
Share-based compensation (Note 12)	—	—	—	852,221	107,889	960,110
<b>At December 31, 2019</b>	<b>48</b>	<b>87</b>	<b>60,030,063</b>	<b>1,605,337</b>	<b>(67,083,728)</b>	<b>(5,448,193)</b>
Issuance of shares (Note 11)	1	—	1,223,402	—	—	1,223,403
Loss for the year	—	—	—	—	(113,925,815)	(113,925,815)
Share-based compensation (Note 12)	—	—	—	858,869	4,564	863,433
<b>At December 31, 2020</b>	<b>49</b>	<b>87</b>	<b>61,253,465</b>	<b>2,464,206</b>	<b>(181,004,979)</b>	<b>(117,287,172)</b>

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

**NETTAR GROUP INC.**
**Consolidated statements of cash flows  
for the years ended December 31, 2020 and 2019**  
(Amounts stated in USD)

	Notes	<u>2020</u>	<u>2019</u>
<b>Operating activities</b>			
Loss for the year		(113,925,815)	(20,765,353)
Adjustments to reconcile loss for the year to net cash flows used in operating activities:			
Depreciation of satellites and other property and equipment	7	3,182,011	4,238,444
Depreciation expense of right-of-use assets	4.1	286,036	—
Income tax expense	6	147,866	83,150
Share-based compensation	12	1,983,937	960,110
Interest expense	5.1	7,508,952	4,501,355
Fair value changes of financial liabilities recognized in (profit) or loss	5.4	84,223,586	(4,230,000)
Interest on lease liabilities	5.1	56,829	—
Foreign exchange differences		(1,506,801)	(156,148)
Changes in operating assets and liabilities:			
(Increase) in other receivables		(220,813)	(158,845)
(Increase) / Decrease in inventories		(13,829)	2,738
(Decrease) / Increase in provisions		(3,504)	5,967
Increase in trade and other payables		182,493	110,261
Increase in payroll and social security taxes payable		298,364	425,353
Increase in contract liabilities		454,572	1,000,000
Increase / (Decrease) in other tax payables		15,805	(87,034)
<b>Net cash flows used in operating activities</b>		<b><u>(17,330,311)</u></b>	<b><u>(14,070,002)</u></b>
<b>Investing activities</b>			
Purchases of satellites and other property and equipment		(9,259,335)	(8,300,636)
Non-current financial assets		14,229	28
<b>Net cash flows used in investing activities</b>		<b><u>(9,245,106)</u></b>	<b><u>(8,300,608)</u></b>
<b>Financing activities</b>			
Notes debts	22	18,047,000	27,000,000
Payments of lease liabilities	24	(369,786)	—
Contributed capital and additional paid-in capital	11	102,899	16,353
<b>Net cash flows from financing activities</b>		<b><u>17,780,113</u></b>	<b><u>27,016,353</u></b>
Net Increase / (Decrease) in cash and cash equivalents		(8,795,304)	4,645,743
Effect of foreign exchange rate changes		1,506,801	156,148
Cash and cash equivalents at the beginning of the year		24,555,345	19,753,454
<b>Cash and cash equivalents at year-end</b>		<b><u>17,266,842</u></b>	<b><u>24,555,345</u></b>

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

**NETTAR GROUP INC.**  
**Notes to the consolidated financial statements**  
**for the years ended December 31, 2020 and 2019**  
(Amounts stated in USD)

**1. Corporate information**

Nettar Group Inc. is the holding company of Satellogic group (collectively, the “Group”). It was incorporated on October 7, 2014 under the laws of the British Virgin Islands (“BVI”) as an International Business Company. The registered office is located at Kingston Chambers BOX 173 C/O Maples Corporate Services BVI LTD Road Town, Tortola D8 VG1110.

The Group invests in the software, hardware, optics of the aero-space industry, focusing on satellite and image analytics technologies. The goal is to build a planetary scale analytics platform based on a proprietary satellite constellation with the capability to generate insights from images and information, with focus on multi-temporal analysis and high frequency of revisits.

According to its By Laws the financial year-end of the Group is December 31, in each year.

**1.1. Group information**

**Subsidiaries**

The consolidated financial statements of the Group include:

Name	Principal activities	Country of incorporation	% equity interest		Functional currency
			2020	2019	
Urugus S.A. (Urugus)	Manufacturing, Assembly, Integration, Test and Exports	Uruguay	100%	100%	USD
Nettar S.A. (Nettar)	Intermediate Holding	Uruguay	100%	100%	USD
Satellogic USA Inc. (Satellogic USA)	Sales and Marketing, Product Strategy and business development	United States	100%	100%	USD
Telluric Ltd. (Telluric)	Image analytics and user interfaces	Israel	100%	100%	NIS (1)
Satellogic S.A. (Satellogic)	Research and development services and builds prototypes	Argentina	100%	100%	USD
Satellogic Overseas Inc. (Satellogic Overseas)	Supplies fund for non-recurrent expenses management	BVI	100%(2)	100%(2)	USD
Satellogic Solutions S.L. (Satellogic Solutions)	Data science solutions and machine learning over the satellites images	Spain	100%(2)	100%(2)	EUR(3)
Satellogic China LTD (Satellogic China)	Sales and Marketing	People’s Republic of China	100%(4)	—	RMB(6)
Satellogic China Beijing Branch (Satellogic China BB)	Sales and Marketing	People’s Republic of China	100%(5)	—	RMB(6)

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- (1) NIS: New Israeli Shekel
- (2) These entities are controlled through Nettar, an intermediate holding entity of the Group.
- (3) EUR: Euro
- (4) This entity is controlled through Urugus
- (5) Dependent branch of Satellogic China
- (6) RMB: Renminbi

## **2. Significant accounting policies**

### **2.1. Basis of preparation**

The consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

The consolidated financial statements have been prepared on a historical cost basis, except for certain financial instruments that are measured at fair values at the end of each reporting period, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for goods and services. The consolidated financial statements are presented in United States Dollars (hereinafter “USD” or “\$”).

The consolidated financial statements provide comparative information in respect of previous period. These consolidated financial statements for the year ended December 31, 2020 are presented for comparative purposes with the consolidated statements of profit or loss, changes in equity, and cash flows for the year ended December 31, 2019. The consolidated statement of financial position as of December 31, 2020 is presented together with the statement of financial position as of December 31, 2019 for comparative purposes.

### **2.2. Going concern**

The directors have, at the time of approving the financial statements, a reasonable expectation that the Group have adequate resources to continue in operational existence for the foreseeable future. Thus they continue to adopt the going concern basis of accounting in preparing the financial statements. See also note 3.1.

### **2.3. Basis of consolidation**

The consolidated financial statements comprise the financial statements of the Group and its subsidiaries as of December 31, 2020 and for the year ended on such date and provide comparative information as explained in note 2.1. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if, and only if, the Group has:

- Power over the investee (i.e., existing rights that give it the current ability to direct the relevant activities of the investee);
- Exposure, or rights, to variable returns from its involvement with the investee;
- The ability to use its power over the investee to affect its returns.

Generally, there is a presumption that a majority of voting rights result in control. To support this presumption and when the Group has less than a majority of the voting or similar rights of an investee, the Group considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

- The contractual arrangement(s) with the other vote holders of the investee;
- Rights arising from other contractual arrangements;
- The Group’s voting rights and potential voting rights.

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The Group re-assesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated financial statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

Profit or loss are attributed to the equity holders of the parent of the Group and to the non-controlling interests, even if this results in the non-controlling interests having a deficit balance. When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with the Group's accounting policies. All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between members of the Group are eliminated in full on consolidation. A change in the ownership interest of a subsidiary, without a loss of control, is accounted for as an equity transaction.

If the Group loses control over a subsidiary, it derecognises the related assets, liabilities, non-controlling interest and other components of equity, while any resultant gain or loss is recognised in profit or loss. Any investment retained is recognised at fair value.

### **2.4. Summary of significant accounting policies**

#### **a) Current versus non-current classification**

The Group presents assets and liabilities in the statements of financial position based on current/non-current classification. An asset is current when it is:

- Expected to be realized or intended to be sold or consumed in the normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realized within twelve months after the reporting period or;
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

Deferred income tax assets are classified as non-current assets.

A liability is current when:

- It is expected to be settled in the normal operating cycle;
- It is held primarily for the purpose of trading;
- It is due to be settled within twelve months after the reporting period or;
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

The Group classifies all other liabilities as non – current.

#### **b) Fair value measurement**

The Group measures some financial instruments such as money market funds and derivative financial liabilities, at fair value at each balance sheet date.

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Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability

Or

- In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the Group's consolidated financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1: Quoted (unadjusted) market prices in active markets for identical assets or liabilities.
- Level 2: Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable.
- Level 3: Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For assets and liabilities that are recognized in the financial statements at fair value on a recurring basis, the Group determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

External specialists are involved for valuation of significant liabilities, such as embedded derivatives. Involvement of external specialists is determined annually by management. Selection criteria include market knowledge, reputation, independence and whether professional standards are maintained. Management decides, after discussions with the Group's external specialists, which valuation techniques and inputs to use for each case.

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy, as explained above.

Fair-value related disclosures for financial instruments and non-financial assets that are measured at fair value or where fair values are disclosed, are summarized in the following notes:

- Disclosures for valuation methods, significant estimates and assumptions Notes 2.4.f), 3, and 20
- Quantitative disclosures of fair value measurement hierarchy Note 20.1
- Financial instruments (including those carried at amortised cost) Note 20.2

### **c) Foreign currencies**

The Group's consolidated financial statements are presented in USD, which is also the parent company's functional currency. The Group reviews each entity's functional currency on an annual basis. The consolidated

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financial statements presented are translated (as applicable) to USD. Management has determined that all entities of the Group have the USD as their functional currency, except for Satellogic Solutions, which has the EUR as its functional currency, Telluric which has the NIS as its functional currency and Satellogic China which has the RMB as its functional currency. Refer to note 1.1 for a summary of functional currencies.

Transactions in foreign currencies are initially recorded by the Group's entities at their respective functional currency spot rates at the date the transaction first qualifies for recognition.

Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date. Non-monetary assets and liabilities are translated at historical exchange rates. Resulting foreign exchange gains and losses are recorded in the income statement for the period. Translations differences to be included in OCI are immaterial.

### **Foreign Trade and Exchange Regulations in force in Argentina**

On September 1, 2019, the Argentine Government published Executive Decree No. 609/2019 setting forth extraordinary and interim guidelines concerning the foreign exchange market. Besides, the Central Bank of Argentina (hereinafter BCRA) issued Communication "A" 6770, as amended, whereby, among other measures, it provided that up to and including December 31, 2019, the BCRA's previous consent would be required to access the foreign exchange market for the remittance of profits and dividends, payment of services to foreign related companies, and early payment of financial debts (principal and interest) over three business days before their due date. Then, on December 30, 2019, the BCRA issued Communication "A" 6856, establishing that the preceding provisions would remain in force on and after December 31, 2019. As of the date of these financial statements, the BCRA has issued additional regulations regarding foreign trade and exchange transactions.

At present, the referred regulations haven't had a significant impact on the transactions between Satellogic S.A. (Argentina) and the Group.

### **d) Satellite and other property and equipment**

Satellites and other property and equipment produced or acquired ("Tangible fixed assets") are recognized at their production or acquisition cost, which includes all costs directly attributable to making the asset ready for use, less accumulated depreciation and any impairment.

Satellite costs include all expenses incurred for building individual satellites and comprise manufacturing, launch and attributable launch insurance costs, and other costs directly attributable to software programming.

Depreciation is calculated on a straight-line basis over the estimated useful lives of assets, which are determined on the basis of the expected use of the assets. Depreciation includes, where appropriate, the residual value of each asset or group of assets, starting from the date when the asset enters into operational use.

The useful lives of the categories of fixed assets are as follows:

Satellites and operations equipment	3 - 4 years
Leasehold improvements	3 - 10 years
Other property and equipment	5 - 10 years

The Group conducts an annual review of the remaining useful lives of its in-orbit satellites on the basis of both their forecast utilization and the technical assessment of their useful lives. When a significant change occurs, a depreciation test is performed and depreciation is charged for the remaining years by taking into account the asset's new remaining useful life.

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The “Advances for satellites and satellites under construction” primarily consist of percentage completion payments for the construction of future satellites and advances paid in respect of launch vehicles and related launch-insurance costs. Studies, staff and consultancy costs and other costs incurred directly in connection with satellites construction are also capitalized. See note 7.

### **e) Leases**

The Group assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

#### **Group as a lessee**

The Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Group recognizes lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

#### ***i) Right-of-use assets***

The Group recognizes right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets, as follows:

- Plant and offices 2 to 10 years

If ownership of the leased asset transfers to the Group at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset. The right-of-use assets are also subject to impairment, such as any other non-financial assets.

#### ***ii) Lease liabilities***

At the commencement date of the lease, the Group recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, and variable lease payments that depend on an index or a rate. The lease payments also include payments of penalties for terminating the lease, if the lease term reflects the Group exercising the option to terminate.

Variable lease payments that do not depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Group uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

#### ***iii) Short-term leases***

The Group applies the short-term lease recognition exemption to its short-term leases of office facilities (i.e., those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). Lease payments on short-term leases are recognized as expense on a straight-line basis over the lease term.



**f) Financial instruments - initial recognition and subsequent measurement**

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

**i) Financial assets**

**Initial recognition and measurement**

Financial assets are classified, at initial recognition, as subsequently measured at amortized cost, fair value through other comprehensive income (“OCI”), and fair value through profit or loss.

The classification of financial assets at initial recognition depends on the financial asset’s contractual cash flow characteristics and the Group’s business model for managing them. With the exception of trade receivables that do not contain a significant financing component or for which the Group has applied the practical expedient, the Group initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs. Trade receivables that do not contain a significant financing component or for which the Group has applied the practical expedient, are measured at the transaction price determined under IFRS 15.

In order for a financial asset to be classified and measured at amortized cost or fair value through OCI, it needs to give rise to cash flows that are ‘solely payments of principal and interest (“SPPI”)’ on the principal amount outstanding. This assessment is referred to as the SPPI test and is performed at an instrument level.

**Subsequent measurement**

***Financial assets at amortized cost***

Financial assets at amortized cost are subsequently measured using the effective interest rate (“EIR”) method and are subject to impairment. Gains and losses are recognized in profit or loss when the asset is derecognized, modified or impaired.

The Group’s financial assets at amortized cost include trade and other receivables.

***Financial assets at fair value through profit or loss***

Financial assets at fair value through profit or loss are carried in the statement of financial position at fair value with net changes in fair value recognized in the statement of profit or loss.

This category includes investments in money market funds that qualify as cash equivalent, which the Group had elected to classify at fair value through profit or loss.

**Impairment of financial assets**

For financial assets at amortized cost, the Group recognizes an allowance for expected credit losses (“ECLs”) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

ECLs are recognized in two stages. For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (“a 12-month ECL”). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure, irrespective of the timing of the default (“a lifetime ECL”).

For trade receivables and contract assets, the Group applies a simplified approach in calculating ECLs. Therefore, the Group does not track changes in credit risk, but instead recognizes a loss allowance based on lifetime ECLs at each reporting date. The Group has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

The Group considers a financial asset in default when contractual payments are 90 days past due unless the Group has reasonable and supportable information to demonstrate that a more lagging default criterion is more appropriate. In certain cases, the Group may also consider a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

As of December 31, 2020, and 2019, the Group does not have neither past due nor impaired financial assets. Therefore, the Group did not recognize any allowance for expected credit losses (“ECLs”).

## ***ii) Financial liabilities***

### **Initial recognition and measurement**

Financial liabilities are classified, at initial recognition, as notes debt, trade and other payables, and lease liabilities as appropriate.

All financial liabilities are recognized initially at fair value and, in the case of notes debt, net of directly attributable transaction costs.

### **Subsequent measurement**

For purposes of subsequent measurement, financial liabilities are classified in these categories:

#### ***Financial liabilities at amortized cost (notes debt, lease liabilities, trade and other payables)***

After initial recognition, notes debt, lease liabilities, trade and other payables are subsequently measured at amortized cost using the EIR method. Gains and losses are recognized in profit or loss when the liabilities are derecognized as well as through the EIR amortization process.

Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included as finance costs in the statement of profit or loss.

#### ***Financial liabilities at fair value through profit or loss***

Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss.

Financial liabilities at fair value through profit or loss include a bifurcated derivative that is embedded in the debt contract described in note 22. This derivative refers to the conversion feature of the convertible debt instruments, whose host contract is measured at amortized cost. The derivative instrument is classified at fair value through profit or loss as the conversion feature is not closely related to the economic characteristics of the debt instrument. In addition, the derivative does not qualify as effective hedging instrument.

Gains or losses on liabilities held for trading are recognized in the statement of profit or loss. Financial liabilities designated upon initial recognition at fair value through profit or loss are designated at the initial date of recognition, and only if the criteria in IFRS 9 are satisfied.

### **Derecognition**

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the statement of profit or loss.

### **g) Inventories**

Inventories are valued at the lower of cost and net realizable value and include satellite components, spare parts and materials costs.

### **h) Cash and cash equivalents**

Cash and cash equivalents in the statements of financial position comprise cash at banks and on hand and short-term deposits or investment in money market funds with an original maturity of three months or less, that are readily convertible to a known amount of cash and subject to an insignificant risk of changes in value.

For the purpose of the consolidated statement of cash flows, cash and cash equivalents consist of cash and cash equivalents, as defined above.

### **i) Provisions**

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Group expects some or all of a provision to be reimbursed, the reimbursement is recognized as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit or loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Any reimbursement that the Group can be virtually certain to collect from a third party with respect to the obligation is recognized as a separate asset. However, this asset may not exceed the amount of the related provision.

All provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimate of the Group's management.

### **j) Share-based compensation**

Employees (including senior executives) of the Group receive incentives in the form of share-based options, whereby employees render services as consideration for equity instruments (equity-settled transactions).

### **Equity-settled transactions**

The cost of equity-settled transactions is determined by the fair value at the grant date using an appropriate valuation model. Further details are given in Note 12.

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That cost is recognized in employee benefits expenses together with a corresponding increase in equity (other paid-in capital), over the period in which the service and, where applicable, the performance conditions are fulfilled (the vesting period). The cumulative expense recognized for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest. The expense or credit in the statement of profit or loss for a period represents the movement in cumulative expense recognized as of the beginning and end of that period.

Service and non-market performance conditions are not considered when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Group's best estimate of the number of equity instruments that will ultimately vest. Market performance conditions are reflected within the grant date fair value. Any other conditions attached to an award, but without an associated service requirement, are considered to be non-vesting conditions. Non-vesting conditions are reflected in the fair value of an award and lead to an immediate expensing of an award unless there are also service and/or performance conditions.

No expense is recognized for awards that do not ultimately vest because non-market performance and/or service conditions have not been met. Where awards include a market or non-vesting condition, the transactions are treated as vested irrespective of whether the market or non-vesting condition is satisfied, provided that all other performance and/or service conditions are satisfied.

When the terms of an equity-settled award are modified, the minimum expense recognized is the grant date fair value of the unmodified award, provided the original terms of the award are met. An additional expense, measured as at the date of modification, is recognized for any modification that increases the total fair value of the share-based transaction, or is otherwise beneficial to the employee. Where an award is cancelled by the entity or by the counterparty, any remaining element of the fair value of the award is expensed immediately through profit or loss.

### **k) Revenue from contracts with customers**

As mentioned in note 1, the Group is building a proprietary satellite constellation with the capability to generate insights from images and information, with focus on multi-temporal analysis and high frequency of revisits. At present, the Group has signed its first agreement with customers as further stated in note 25. No revenues from customers have been recognized in the accompanying consolidated financial statements since the Group had not provided any goods or services as of December 31, 2020 or 2019. The Group collected cash of \$1.45 million and \$1 million as of December 31, 2020 and 2019, respectively, which are included in contract liabilities in the statements of financial position.

Revenue from contracts with customers is recognized when control of the goods or services are transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services.

### **l) Taxes**

The Group is not subject to taxation in the BVI, but it may be subject to withholding taxes paid at source on interest and dividends received and paid in the various jurisdictions in which the Group operates.

Satellogic, Satellogic USA, Nettar, Telluric, Satellogic China and Satellogic Solutions are subject to taxation in Argentina, United States, Uruguay, Israel, China and Spain respectively. Current income tax for fiscal years 2020 and 2019 is an annual tax levied at 30% in Argentina, 21% in United States, 25% in Uruguay, 23% in Israel, 25% in China and 25% in Spain.

To determine net taxable income, duly documented accrued expenses required for the generation of source income are generally allowed as deductions. To determine the taxable basis in transactions with foreign related parties, transfer pricing rules must be applied.

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Urugus is income tax-exempted since it performs its activities as direct Free Trade Zone User, under law 15,921 in Uruguay, and Satellogic Overseas is not subject to taxation in the BVI.

### ***Current income tax***

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the Group operates and generates taxable income.

Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

### ***Deferred income tax***

Deferred income tax is provided using the liability method on temporary differences between the tax basis of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred income tax liabilities are recognized for all taxable temporary differences, except:

- When the deferred tax liability arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss;
- In respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred tax assets are recognized for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilized, except:

- When the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss;
- In respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint arrangements, deferred tax assets are recognized only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilized.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized. Unrecognized deferred tax assets are re-assessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred income tax asset to be recovered.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred income tax relating to items recognized outside profit or loss is recognized outside profit or loss. Deferred tax items are recognized in correlation to the underlying transaction either in other comprehensive income ("OCI") or directly in equity.

Deferred income tax assets and deferred income tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

## **2.5. Changes in accounting policies and disclosures**

### **New and amended standards and interpretations**

The Group applied for the first-time certain standards and amendments, which are effective for annual periods beginning on or after January 1, 2020. The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

#### **Amendments to IFRS 3: Definition of a Business**

The amendment to IFRS 3 Business Combinations clarifies that to be considered a business, an integrated set of activities and assets must include, at a minimum, an input and a substantive process that, together, significantly contribute to the ability to create output. Furthermore, it clarifies that a business can exist without including all of the inputs and processes needed to create outputs. These amendments had no impact on the consolidated financial statements of the Group, but may impact future periods should the Group enter into any business combinations.

#### **Amendments to IFRS 7, IFRS 9 and IAS 39 Interest Rate Benchmark Reform**

The amendments to IFRS 9 and IAS 39 Financial Instruments: Recognition and Measurement provide a number of reliefs, which apply to all hedging relationships that are directly affected by interest rate benchmark reform. A hedging relationship is affected if the reform gives rise to uncertainty about the timing and/or amount of benchmark-based cash flows of the hedged item or the hedging instrument. These amendments have no impact on the consolidated financial statements of the Group as it does not have any interest rate hedge relationships.

#### **Amendments to IAS 1 and IAS 8: Definition of Material**

The amendments provide a new definition of material that states, “Information is material if omitting, misstating or obscuring it could reasonably be expected to influence decisions that the primary users of general purpose financial statements make on the basis of those financial statements, which provide financial information about a specific reporting entity.” The amendments clarify that materiality will depend on the nature or magnitude of information, either individually or in combination with other information, in the context of the financial statements. A misstatement of information is material if it could reasonably be expected to influence decisions made by the primary users. These amendments had no impact on the consolidated financial statements of, nor is there expected to be any future impact to the Group.

#### **Conceptual Framework for Financial Reporting issued on 29 March 2018**

The Conceptual Framework is not a standard, and none of the concepts contained therein override the concepts or requirements in any standard. The purpose of the Conceptual Framework is to assist the IASB in developing standards, to help preparers develop consistent accounting policies where there is no applicable standard in place and to assist all parties to understand and interpret the standards. This will affect those entities which developed their accounting policies based on the Conceptual Framework. The revised Conceptual Framework includes some new concepts, updated definitions and recognition criteria for assets and liabilities and clarifies some important concepts. These amendments had no impact on the consolidated financial statements of the Group.

## **3. Significant accounting judgements, estimates and assumptions**

The preparation of the Group’s consolidated financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of expenses, assets and liabilities, and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Other disclosures relating to the Group's exposure to risks and uncertainties include:

- Capital management (Note 19)
- Financial instruments risk management and policies (Note 3.2)
- Sensitivity analyses disclosures (Notes 3.1, 3.2 and 20.3)

### **Estimates and assumptions**

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Group based its assumptions and estimates on parameters available when the consolidated financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

### **Share-based options**

Estimating fair value for share-based options requires determination of the most appropriate valuation model, which depends on the terms and conditions of the grant. This estimate also requires determination of the most appropriate inputs to the valuation model and making assumptions about them. The Group used the Black Scholes model for measuring the fair value of equity settled awards with employees under the "2015 Share Plan amended June 14, 2016 and June 10, 2019 ("the Plan")" for the periods ended 2020 and 2019. The assumptions and models used for estimating fair value for share-based payment transactions are disclosed in Note 12.

### **Taxes**

Deferred tax assets are recognized for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilized. Significant management judgment is required to determine the amount of deferred tax assets that can be recognized, based upon the likely timing and the level of future taxable profits, together with future tax planning strategies.

The Group has \$4,434,506 and \$3,198,719 of deferred income tax assets as of December 31, 2020 and 2019, respectively. Based on estimates made by the Group's management, the Group has booked an allowance to reduce the valuation of the net deferred income tax to its probable recovery value.

### **Fair value measurement of financial instruments**

When the fair values of financial assets and financial liabilities recorded in the statement of financial position cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the discounted cash flow (DCF) model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values. Judgments include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions relating to these factors could affect the reported fair value of financial instruments. See Note 20 for further disclosures.

### **3.1. Risks associated with emerging companies**

The Group is subject to a number of risks associated with emerging, technology-oriented companies with a limited operating history, including, but not limited to, dependence on key individuals, a developing business model, initial and continued market acceptance of the Group's services, protection of the Group's proprietary technology, competition from substitute products and services, and the need to obtain adequate financing to fund future operations.

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The Group has experienced negative cash flows from operations and net losses since inception and had net losses of approximately \$113.9 million and \$20.8 million during the years ended December 31, 2020 and 2019, respectively. As of December 31, 2020, and 2019 the Group presents a negative equity due to such accumulated losses. The Group has historically funded its operations principally through notes debt, common stock and preferred stock issuances. The Group's ability to generate positive cash flows and recoverability of assets depends on a variety of factors, including the successful development and implementation of its business plan.

After December 31, 2020 and before the issuance of this Group's consolidated financial statements, the Group's management negotiated the extension of the maturity date of the 2018 and 2019 convertible notes, with original maturity dates in April and September 2021, respectively. The new maturity date for 2018 and 2019 convertible notes is in April 2022. See note 22.

The Group had approximately \$17.3 million and \$24.6 million in cash and cash equivalents and \$(113.3 million) and \$1.3 million in working capital as of December 31, 2020 and 2019, respectively. The extension of the notes' maturity dates mentioned in the preceding paragraph, and the cash inflow related to the issuance of the Series X preference shares subsequent to December 31, 2020 mentioned in note 28.2 represents a substantial improvement in the working capital. The Group's management has a 2021 operating budget that utilizes existing cash reserves and cash flow from operations sufficient to support the business and believes that it can operate within its business plan over the next 12 months. Accordingly, the Group's management expects to be successful in producing sufficient working capital and will manage operations commensurate with its level of working capital.

### **3.2. Risk management objectives and policies**

The Group's activities expose it to a variety of financial risks, including market risk, interest rate risk, credit risk, foreign currency risk and liquidity risk.

The Group's senior management oversees the management of these risks. The Group's senior management conducts this oversight in close co-operation with the board of directors and focuses on actively securing the entity's short to medium term cash flows by minimizing the exposure to financial markets.

The Group does not actively engage in the trading of financial assets for speculative purposes.

The Board of Directors reviews and agrees policies for managing each of these risks, which are summarized below.

#### **Market risk**

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: interest rate risk, currency risk and other price risk, such as the fair value of the conversion options contained in the convertible debt notes described in note 22 to the financial statements.

Interest and foreign currency risk is analyzed in the following sections.

The market risk of the conversion options contained in the convertible debt notes, arises from the potential changes in the fair value of the embedded derivative attributable to changes in the stock price of the shares at the conversion date, compared with the strike price of the shares calculated based on the Note Purchase Agreements described in note 22.

Sensitivity analysis of such financial liability is disclosed in note 20.3.



**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group’s policy is to maintain borrowings at fixed rates of interest. The Group’s exposure to the risk of changes in market interest rates relates primarily to the rollover of the Group’s notes debt obligations. As mentioned in notes 3.1. and 22, the convertible notes bear fixed interest rates and their original or extended maturity is in 2022. Therefore, the Group considers that is not subject to significant interest rate risk.

**Credit risk**

Credit risk reflects the risk that a counterparty will default on its contractual obligations, resulting in a financial loss to the Group. Credit risk of any entity doing business with the Group is systematically analyzed, including aspects of a qualitative nature. The measurement and assessment of the Group total exposure to credit risk covers all financial instruments involving any counterparty risk.

At present, the Group has already signed its first agreement with a customer as further discussed in note 25.

Accounts receivables are non-interest bearing and are generally on terms of 30 to 90 days.

Information about the credit risk exposure on the Group’s other receivables is disclosed in note 9. The Group does not have neither past due nor impaired receivables.

As further stated in note 2.4.f), the Group has not recognized any allowance for expected credit losses (“ECLs”).

**Concentration of credit risk**

Cash equivalents, financial assets and other receivables are potentially subject to concentration of credit risk. Cash equivalents investments are placed with financial institutions and financial instruments that Management believes are of high credit quality.

**Liquidity risk**

The Group manages liquidity risk by using funding obtained mainly from shareholders and notes payable. See notes 3.1 and 22.

The table below summarizes the maturity profile of the Group’s financial liabilities based on contractual undiscounted payments:

<b>Financial liability</b>	<b>Carrying amount</b>	<b>Total undiscounted payments</b>	<b>On demand</b>	<b>Less than 3 months</b>	<b>3 to 12 months</b>	<b>1 to 2 years</b>	<b>More than 2 years</b>
<b>2020</b>							
Notes debt	62,784,487	72,159,697	—	—	55,606,667	16,553,030	—
Trade and other payables	7,981,407	7,981,407	—	1,032,172	2,252,041	1,244,048	3,453,146
Lease liabilities	1,397,576	1,484,634	—	103,189	293,466	223,895	864,084
<b>2019</b>							
Notes debt	42,005,378	51,270,547	—	—	21,539,083	29,731,464	—
Trade and other payables	1,549,581	1,549,581	—	916,827	632,754	—	—

**Foreign currency risk**

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Group’s exposure to the risk of changes in foreign exchange rates relates primarily to the Group’s operating activities (when expense is denominated in a foreign currency) and the Group’s net investments in foreign subsidiaries.

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The Group undertakes transactions denominated in foreign currencies; consequently, exposures to exchange rate fluctuations arise. Exchange rate exposures are managed within approved policy parameters.

The carrying amounts of the Group's financial assets and liabilities denominated in foreign currency at the reporting date are as follows:

	Financial assets		Financial liabilities	
	12/31/2020	12/31/2019	12/31/2020	12/31/2019
Uruguayan Peso	2,917	4,240	(24,319)	(18,384)
Argentine Peso	352,766	257,705	(28,250)	(49,334)
Euro	155,147	93,706	(693,728)	(54,211)
Renminbi	309,515	—	(27,944)	—
Shekel	29,705	358	(3,590)	(6,977)

### Foreign currency sensitivity

The following tables demonstrate the sensitivity to a reasonably possible change in foreign currency exchange rates, with all other variables held constant. The impact on the Group's profit (loss) before tax is mainly due to changes in the value of outstanding financial assets and liabilities denominated in Argentine Peso, Euro and Renminbi. Management considers that the Group's exposure to foreign currency changes for all other currencies is not material.

Foreign currency	Year	Change in foreign exchange rate	Effect on profit (loss) before tax
Argentine peso	2020	+5%	16,226
		-5%	(16,226)
	2019	+5%	10,419
		-5%	(10,419)
Euro	2020	+5%	(26,929)
		-5%	26,929
	2019	+5%	1,975
		-5%	(1,975)
Renminbi	2020	+5%	14,079
		-5%	(14,079)
	2019	+5%	—
		-5%	—

The table above shows a decrease in our net loss when the US dollar weakens against foreign currencies Argentine peso and Renminbi, and when the US dollar strengthens against Euro; because of the positive impact of the increase in other financial income. On the other hand, the table above shows an increase in our net loss when the US dollar strengthens against Argentine peso and Renminbi, and weakens against Euro; because of the negative impact of the decrease in other financial income.

[Table of Contents](#)**4. Operating expenses****4.1. Administrative expenses**

	Gain / (Loss)	
	2020	2019
Wages and salaries	(2,927,943)	(1,533,422)
Social security costs	(449,504)	(229,303)
Professional fees	(1,684,089)	(669,042)
Rentals	(119,103)	(340,653)
Depreciation expense of right-of-use assets	(286,036)	—
Office expenses	(495,202)	(478,077)
Travel expenses	(170,088)	(356,187)
Share-based compensation expenses	(1,371,154)	(329,773)
Other expenses	(624,377)	(386,908)
<b>Total administrative expenses</b>	<b>(8,127,496)</b>	<b>(4,323,365)</b>

**4.2. Other operating expenses**

	Gain / (Loss)	
	2020	2019
IT services	(2,455,882)	(2,360,416)
Operating and production costs	(1,477,794)	(1,398,186)
Research and development costs	(5,407,954)	(5,775,013)
Marketing expenses	(1,267,324)	(1,343,041)
Share-based compensation expenses	(612,783)	(630,337)
Other expenses	(154,930)	(754,771)
<b>Total other operating expenses</b>	<b>(11,376,667)</b>	<b>(12,261,764)</b>

**5. Financial income/(expense)****5.1. Finance costs**

	Gain / (Loss)	
	2020	2019
Interest expense on notes debt. Note 22.	(7,465,523)	(4,467,658)
Interest expense on lease liabilities	(56,829)	—
Other finance costs	(43,429)	(33,697)
<b>Total finance costs</b>	<b>(7,565,781)</b>	<b>(4,501,355)</b>

**5.2. Finance income**

Interest on financial assets	78,570	398,351
<b>Total finance income</b>	<b>78,570</b>	<b>398,351</b>

**5.3. Other financial income/(expense)**

Foreign exchange differences, net	596,628	(112,001)
<b>Total other financial income/(expense)</b>	<b>596,628</b>	<b>(112,001)</b>

[Table of Contents](#)**5.4. Embedded derivate (expense)/income**

Changes in fair value of embedded derivate liability (loss)/income. Note 22.	(84,223,586)	4,230,000
<b>Total Embedded derivate (expense)/income</b>	<b>(84,223,586)</b>	<b>4,230,000</b>

**6. Income tax**

The major components of income tax expense for the years ended December 31, 2020 and 2019 are:

	<u>2020</u>	<u>2019</u>
<b>Consolidated statement of profit or loss:</b>		
Current income tax	(186,068)	(93,048)
Deferred income tax benefit (1)	38,202	9,898
<b>Income tax expense</b>	<b><u>(147,866)</u></b>	<b><u>(83,150)</u></b>

(1) Includes the effect of translation into functional currency of deferred tax.

**Reconciliation of income tax expense:**

	<u>2020</u>	<u>2019</u>
Loss before income tax	(113,777,949)	(20,682,203)
Loss before income tax originated in jurisdictions that are tax exempted	(107,210,562)	(13,722,089)
Tax benefit (expense) at the domestic rates applicable to profits (losses) in the country concerned	2,004,624	1,712,593
Tax inflation adjustment (Argentina)	197,706	287,710
Allowance for deferred tax assets	(1,197,585)	(898,110)
Write down of unused tax losses	(74,123)	—
Effect of translation of net deferred tax assets into functional currency (2)	(1,098,930)	(851,583)
Income tax changes of rates	—	(333,588)
Other permanent differences	20,442	(172)
<b>Income tax expense for the year ended December 31</b>	<b><u>(147,866)</u></b>	<b><u>(83,150)</u></b>

(2) Net deferred tax assets, including tax loss carryforwards, has been originated mainly in Argentina, expressed originally in local currency (Argentine Pesos). The translation of such cumulative deferred tax assets into functional currency, considering the depreciation of the Argentine peso in relation to the US Dollar, produces a reduction of the previously recognized tax credits.

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### Deferred income tax:

Deferred income tax relates to the following:

	2020	2019
Tax loss carryforwards	3,869,099	2,731,459
Provision for contingencies	5,520	6,221
Present value of certain financial assets and liabilities	61,995	52,710
Share-based transactions	132,143	185,850
Satellites and other property and equipment	(9,328)	(21,446)
Tax inflation adjustment	324,230	232,024
Other accruals	50,847	11,901
<b>Net deferred tax assets before allowances</b>	<b>4,434,506</b>	<b>3,198,719</b>
Allowance for deferred income tax	(4,386,406)	(3,188,821)
<b>Net deferred tax assets</b>	<b>48,100</b>	<b>9,898</b>

The evolution of the allowance for deferred income tax is as follows:

<b>At January 1, 2019</b>	<b>(2,290,711)</b>
Allowance for the year 2019	(898,110)
<b>At December 31, 2019</b>	<b>(3,188,821)</b>
Allowance for the year 2020	(1,197,585)
<b>At December 31, 2020</b>	<b>(4,386,406)</b>

The Group offsets tax assets and liabilities if and only if it has a legally enforceable right to set off current tax assets and current tax liabilities and the deferred tax assets relate to income taxes levied by the same tax authority.

As of December 31, 2020, the Group has unused tax loss carryforwards (in Argentina) amounting to an equivalent of USD 3,869,099. According to income tax law in force in Argentina, tax loss carryforwards (expressed in the legal currency in force in such country) can be used to offset taxable income in the following 5 years. The breakdown of these unused tax losses measured at the tax rates that are expected to apply in the years in which expire is as follows:

<u>Maturity year</u>	<u>Amounts</u>
2021	125,151
2022	240,604
2023	517,128
2024	985,109
2025	2,001,107
	<u>3,869,099</u>

The carrying amount of deferred tax assets are reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow the benefit of part or all of that deferred tax asset to be utilized.

As of December 31, 2020 and 2019, the Group considered it is more likely than not, there will not be sufficient future taxable profit against which the unused tax loss carryforward can be utilized.

Therefore, the Group recorded an allowance for the deferred income tax originated in Argentina, including the unused tax loss carryforwards and the deferred tax assets arising from deductible temporary differences.

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7. Satellites and other property and equipment

	Furniture & office supplies	Research & Development Lab, cleanroom, laboratory equipment and instruments in process	Groundstation	Satellites and operations' equipments	Third-party building improvements	Advances for satellites and satellites under construction	Total
<b>Cost</b>							
At January 1, 2019	529,732	2,273,575	120,766	8,702,986	519,662	13,145,190	25,291,911
Additions	215,192	1,133,399	181	1,640,625	138,895	5,253,539	8,381,831
Disposals	(230)	(3,469)	—	(18,320)	—	—	(22,019)
<b>At December 31, 2019</b>	<b>744,694</b>	<b>3,403,505</b>	<b>120,947</b>	<b>10,325,291</b>	<b>658,557</b>	<b>18,398,729</b>	<b>33,651,723</b>
Additions	171,487	392,128	22,666	—	79,625	15,255,457	15,921,363
Transfers	—	—	—	26,421,089	—	(26,421,089)	—
Disposals	—	(183)	—	—	—	(289,147)	(289,330)
<b>At December 31, 2020</b>	<b>916,181</b>	<b>3,795,450</b>	<b>143,613</b>	<b>36,746,380</b>	<b>738,182</b>	<b>6,943,950</b>	<b>49,283,756</b>
<b>Depreciation</b>							
At January 1, 2019	201,945	796,848	42,495	5,646,667	182,151	—	6,870,106
Depreciation charge for the year	161,268	385,368	22,339	3,601,742	67,727	—	4,238,444
Disposals and others	(230)	59,406	—	—	—	—	59,176
<b>At December 31, 2019</b>	<b>362,983</b>	<b>1,241,622</b>	<b>64,834</b>	<b>9,248,409</b>	<b>249,878</b>	<b>—</b>	<b>11,167,726</b>
Depreciation charge for the year	189,755	462,574	25,626	2,426,983	77,073	—	3,182,011
Others	—	83,045	—	—	—	—	83,045
<b>At December 31, 2020</b>	<b>552,738</b>	<b>1,787,241</b>	<b>90,460</b>	<b>11,675,392</b>	<b>326,951</b>	<b>—</b>	<b>14,432,782</b>
<b>Net book value</b>							
<b>At December 31, 2020</b>	<b>363,443</b>	<b>2,008,209</b>	<b>53,153</b>	<b>25,070,988</b>	<b>411,231</b>	<b>6,943,950</b>	<b>34,850,974</b>
<b>At December 31, 2019</b>	<b>381,711</b>	<b>2,161,883</b>	<b>56,113</b>	<b>1,076,882</b>	<b>408,679</b>	<b>18,398,729</b>	<b>22,483,997</b>

8. Financial assets

	2020	2019
Fixed term deposit	55,800	70,029
<b>Total financial assets</b>	<b>55,800</b>	<b>70,029</b>
<b>Total non-current</b>	<b>55,800</b>	<b>70,029</b>

9. Other receivables

	2020	2019
Value added tax credits	66,676	43,014
Turnovers tax credits	59,412	19,820
Income tax credit	2,128	1,162
Minimum presumed income tax credits	4,106	5,774
Other advances to suppliers	425,920	291,069
Guarantee deposits (1)	157,192	130,913
Prepaid expenses	243,312	79,843
Miscellaneous	71,379	230,453
<b>Total other receivables</b>	<b>1,030,125</b>	<b>802,048</b>
<b>Total non-current</b>	<b>258,228</b>	<b>228,689</b>
<b>Total current</b>	<b>771,897</b>	<b>573,359</b>

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(1) These deposits are restricted assets which are applied as guarantee for leasing activities (Group as a lessee). See note 24.

Other receivables are non-interest bearing. As at December 31, the aging analysis of other receivables is, as follows:

	Total	Past due or impaired	Without maturity term	Terms remaining to maturity					
				<30 days	30-60 days	61-90 days	91-120 days	120-365 days	>365 days
2020	1,030,125	—	127,204	7,820	6,244	44,280	102,277	484,072	258,228
2019	802,048	—	63,194	103,505	682	78,545	297,522	29,911	228,689

**10. Cash and cash equivalents**

	2020	2019
Cash at banks and on hand	16,177,594	1,979,866
Money market funds	1,088,437	22,574,761
Other availabilities	811	718
<b>Total cash and cash equivalents</b>	<b>17,266,842</b>	<b>24,555,345</b>

Cash at banks, other deposits and money market funds earn immaterial interests at floating rates based on market rates.

**11. Issued capital and reserves**

During 2020 and 2019, there are no amendments to Group capital, except for the exercise of stock options and stock awards that are not material. The breakdown of each class of share capital as of such dates is as follows:

	2020 USD	2019 USD
<i>Shares issued and fully paid</i>		
Ordinary shares	49	48
Series A preference shares	47	47
Series B preference shares	31	31
Series B-1 preference shares	9	9
	<b>136</b>	<b>135</b>

The number of shares authorized for each class remains unchanged for the two years:

<i>Authorized shares</i>	Number of shares	Face value per share
Ordinary shares	15,500,000	0.00001
Series A preference shares	4,723,330	0.00001
Series B preference shares	3,117,915	0.00001
Series B-1 preference shares	899,153	0.00001

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The reconciliation of the number of shares outstanding at the beginning and at the end of each period is as follows.

<i>Ordinary shares issued and fully paid</i>	<b>Number of shares</b>	<b>USD</b>
<b>At January 1, 2019</b>	4,823,645	48
Issuance of shares	9,136	—
<b>At December 31, 2019</b>	<b>4,832,781</b>	<b>48</b>
Issuance of shares	96,481	1
<b>At December 31, 2020</b>	<b>4,929,262</b>	<b>49</b>

<i>Preferred shares</i>	<b>Series A Number of shares</b>	<b>Series B Number of shares</b>	<b>Series B-1 Number of shares</b>	<b>Total USD</b>
<b>At January 1, 2019</b>	4,723,330	3,117,915	899,153	87
Redemption / Issuance of shares	—	—	—	—
<b>At December 31, 2019</b>	4,723,330	3,117,915	899,153	87
Redemption / Issuance of shares	—	—	—	—
<b>At December 31, 2020</b>	<b>4,723,330</b>	<b>3,117,915</b>	<b>899,153</b>	<b>87</b>

In accordance with the Articles of Association of Nettar Group Inc., the Purchase Agreements and the Investors' Right Agreements (hereinafter, the Agreements), each holder of Preference Shares shall be entitled to convert any or all of its Preference Shares at any time, without the payment of any additional consideration, into such number of fully paid Ordinary Shares per Preference Share as is determined by dividing the applicable Original Purchase Price by the applicable Conversion Price determined for each series of preferred shares. Furthermore, the Agreements states the events which trigger the automatically conversion of the preferred shares into Ordinary Shares, such as the closing of a Qualified initial public offering (IPO), or with a Requisite Vote to convert all Preference Shares at the then-effective Conversion Price.

<i>Additional paid-in capital</i>	<b>USD</b>
<b>At January 1, 2019</b>	60,013,710
Exercise of stock options	16,353
<b>At December 31, 2019</b>	<b>60,030,063</b>
Exercise of stock options	102,898
Share-based compensation for the year	1,120,504
<b>At December 31, 2020</b>	<b>61,253,465</b>

<i>Other paid-in capital</i>	<b>Share-based options</b>
<b>At January 1, 2019</b>	753,116
Share-based options expense during the year	852,221
<b>At December 31, 2019</b>	<b>1,605,337</b>
Share-based options expense during the year	858,869
<b>At December 31, 2020</b>	<b>2,464,206</b>

The other paid-in capital account is used to recognize in equity the value of equity-settled share-based options provided to employees and others, including key management personnel, as part of their remuneration. Refer to Note 12 for further details.



## 12. Share-based compensation

The Group maintains a plan under which the share-based option awards are issued or modified. The Plan provides for the direct allocation as well as the sale of shares and the granting of options for the purchase of shares, at the discretion of the Group's Board of Directors ("BOD"), to certain employees, advisors and / or independent directors. The option incentives are usually granted for a four year vesting term and have a maximum term of ten years.

As of December 31, 2020, the Group recognized an expense of USD 1,983,937 (2019: USD 960,110), which was determined in accordance with the criterion described in note 2.4.j) and charged as follows in the shareholders' equity:

	2020	2019
Other paid-in capital	858,869	852,221
Additional paid-in capital	1,120,504	—
Forfeiture options (reclassified to retained earnings)	4,564	107,889
<b>Total</b>	<b>1,983,937</b>	<b>960,110</b>

There were no cancellations or modifications to the granted awards in 2020 and 2019.

### Movements during the year

The following table illustrates the number and weighted average exercise prices (WAEP) of, and movements in, share options during the years 2020 and 2019:

	Number 2020	WAEP 2020	Number 2019	WAEP 2019
<b>Outstanding at January 1</b>	1,238,025	USD 2.41	678,677	USD 1.79
Granted during the year	348,444	USD 4.14	617,173	USD 3.04
Forfeited during the year	(104,152)	USD 3.93	(22,278)	USD 1.79
Exercised during the year	(56,577)	USD 1.82	(9,136)	USD 1.79
Expired during the year	(4,426)	USD 2.37	(26,411)	USD 1.79
<b>Outstanding at December 31</b>	1,421,314	USD 2.75	1,238,025	USD 2.41
Exercisable at December 31	992,024	USD 2.35	771,631	USD 2.08

The accumulated amounts related to Share-based options recognized as Other paid-in capital in equity for the years ended December 31, 2020 and 2019 were 2,464,206 and 1,605,337, respectively. See the consolidated statement of changes in equity.

The weighted average remaining contractual life for the share options outstanding as of December 31, 2020 is 7.20 years (2019: 7.88 years).

The following table list the inputs used for the measurement of the Plan during the years ended December 31, 2020 and 2019, respectively:

	2020	2019
Weighted average fair values at the measurement date (grant date)	6.31	2.05
Dividend yield (%)	—	—
Expected volatility (%)	59 - 61	52 - 61
Risk-free interest rate (%)	0.4 - 0.5	1.3 - 2.2
Contractual life of share options (years)	10	10
Weighted average share price (USD)	2.75	3.04
Model used	Black Scholes	Black Scholes

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The expected volatility reflects the assumption that the historical volatility over a period similar to the life of the options is indicative of future trends, which may not necessarily be the actual outcome.

### 13. Provisions

	USD
<b>At January 1, 2019</b>	<b>33,835</b>
Increases during the year	5,967
<b>At December 31, 2019</b>	<b>39,802</b>
Decreases during the year	(3,504)
<b>At December 31, 2020</b>	<b>36,298</b>
<b>Non-current</b>	<b>36,298</b>

### 14. Contract liabilities

	2020	2019
Advances from contracts with customers (Note 25)	1,454,572	1,000,000
<b>Total contract liabilities</b>	<b>1,454,572</b>	<b>1,000,000</b>
<b>Total non-current</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Total current</b>	<b>454,572</b>	<b>—</b>

### 15. Trade and other payables

	2020	2019
Trade payables	7,825,084	1,521,203
Other payables	156,323	28,378
<b>Total trade and other payables</b>	<b>7,981,407</b>	<b>1,549,581</b>
<b>Total non-current</b>	<b>4,697,194</b>	<b>—</b>
<b>Total current</b>	<b>3,284,213</b>	<b>1,549,581</b>

Terms and conditions of the above financial liabilities: Trade and other payables are non-interest bearing. The maturity profile of these financial liabilities are based on contractual undiscounted payments as disclosed in note 3.2.

### 16. Payroll and social security taxes payables

	2020	2019
Wages and salaries	413,702	305,846
Social Security costs	618,626	499,535
Other provisions and vacations	684,499	613,082
<b>Total payroll and social security taxes payables</b>	<b>1,716,827</b>	<b>1,418,463</b>

## 17. Other taxes payables

	<u>2020</u>	<u>2019</u>
Income tax payable (1)	434,369	214,699
Turnover tax payable	1,000	21,917
Others	3,715	596
<b>Total other taxes payables</b>	<b><u>439,084</u></b>	<b><u>237,212</u></b>

(1) Includes withholding income taxes over employee's salaries

## 18. Earnings (loss) per share (EPS)

Basic EPS is calculated by dividing the profit (loss) for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year. Diluted EPS is calculated by dividing the profit (loss) attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

The Group identified three financial instruments that qualify as potential ordinary shares: the preferred shares described in note 11, the share-based options awards mentioned in note 12, and the notes debt described in note 22. However, all these potential ordinary shares are antidilutive because their conversion to ordinary shares would decrease loss per share from continuing operations. In accordance with IAS 33, the calculation of diluted earnings per share does not assume conversion, exercise, or other issue of potential ordinary shares that would have an antidilutive effect on earnings (loss) per share. Therefore, basic and diluted EPS are equal.

The following table reflects the income (loss) and share data used in the basic and diluted EPS calculations:

	<u>2020</u>	<u>2019</u>
Loss for the year attributable to Equity holders of the parent for basic earnings (loss)	(113,925,815)	(20,765,353)
Loss attributable to ordinary equity holders of the parent adjusted for the effect of dilution	(113,925,815)	(20,765,353)
Weighted average number of ordinary shares for basic EPS	4,853,668	4,829,625
Weighted average number of ordinary shares adjusted for the effect of dilution	4,853,668	4,829,625
Earnings (loss) per share		
Basic and Diluted	(23.47)	(4.30)

## 19. Capital management

For the purpose of the Group's capital management, capital includes issued capital, convertible preference shares, additional paid in capital, all other equity reserves attributable to the equity holders of the parent, and convertible notes debt disclosed in note 22. The Group considers both capital and net debt as relevant components of funding. The Group manages its capital to ensure the Group will be able to continue as a going concern while maximizing the shareholders' value through the optimization of the debt and equity balance. The Group manages its capital structure and makes adjustments in light of changes in economic conditions. To maintain or adjust the capital structure, the Group may search for new sources of funding (either equity or debt), issue new shares or new convertible promissory notes. The Group has historically funded its operations principally through notes payable, common stock and preferred stock issuances.

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The breakdown of the Group capital structure for capital management purposes is as follows:

	2020	2019
Issued capital plus Preferred shares	136	135
Additional and Other paid-in capital	63,717,671	61,635,400
Retained earnings	(181,004,979)	(67,083,728)
<b>Total equity (deficit)</b>	<b>(117,287,172)</b>	<b>(5,448,193)</b>
Non-current convertible Notes debt	33,794,907	28,495,117
Current convertible Notes debt	125,084,580	20,648,261
<b>Total convertible Notes debt</b>	<b>158,879,487</b>	<b>49,143,378</b>
<b>Total capital management structure</b>	<b>41,592,315</b>	<b>43,695,185</b>

No changes were made in the objectives, policies or processes for managing capital during the years ended December 31, 2020 and 2019.

## 20. Fair value disclosures

### 20.1. Fair value measurement hierarchy

The following table provides the fair value measurement hierarchy of the Group's assets and liabilities.

Financial Instruments	Date of valuation	Total	Fair value measurement using		
			Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets measured at fair value</b>					
Cash equivalents – Money market funds	Dec 31, 2020	1,088,437	1,088,437	—	—
<b>Assets for which fair values are disclosed</b>					
Fixed term deposit	Dec 31, 2020	55,800	—	55,800	—
Accounts receivables	Dec 31, 2020	4,136	—	4,136	—
Other receivables (guarantee deposits)	Dec 31, 2020	129,862	—	129,862	—
Financial Instruments	Date of valuation	Total	Fair value measurement using		
			Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Liabilities measured at fair value</b>					
Notes debt – Embedded derivative (notes 20.3 and 20.4)	Dec 31, 2020	96,095,000	—	—	96,095,000
<b>Liabilities for which fair values are disclosed</b>					
Notes debt	Dec 31, 2020	55,280,000	—	55,280,000	—
Trade and other payables	Dec 31, 2020	7,477,839	—	7,477,839	—

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Financial Instruments	Date of valuation	Total	Fair value measurement using		
			Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets measured at fair value</b>					
Cash equivalents – Money market funds	Dec 31, 2019	22,574,761	22,574,761	—	—
<b>Assets for which fair values are disclosed</b>					
Fixed term deposit	Dec 31, 2019	70,029	—	70,029	—
Accounts receivables	Dec 31, 2019	11,400	—	11,400	—
Other receivables (guarantee deposits)	Dec 31, 2019	105,408	—	105,408	—

Financial Instruments	Date of valuation	Total	Fair value measurement using		
			Quoted prices in active markets (Level 1)	Significant observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Liabilities measured at fair value</b>					
Notes debt – Embedded derivative (notes 20.3 and 20.4)	Dec 31, 2019	7,138,000	—	—	7,138,000
<b>Liabilities for which fair values are disclosed</b>					
Notes debt	Dec 31, 2019	41,684,000	—	41,684,000	—
Trade and other payables	Dec 31, 2019	1,549,581	—	1,549,581	—

There were no transfers between Level 1 and Level 2 during 2020 and 2019.

**20.2. Fair value of financial instruments that are not measured at fair value (but fair value disclosures are required)**

Set out below is a comparison, by class, of the carrying amounts and fair values of the Group's financial instruments, other than those with carrying amounts that are reasonable approximations of fair values.

Financial assets measured at amortized cost	2020		2019	
	Carrying Amount	Fair value	Carrying amount	Fair value
Other receivables (guarantee deposits)	157,192	129,862	130,913	105,408
<b>Total</b>	<b>157,192</b>	<b>129,862</b>	<b>130,913</b>	<b>105,408</b>

Financial liabilities measured at amortized cost	2020		2019	
	Carrying Amount	Fair value	Carrying amount	Fair value
Notes debt	62,784,487	55,280,000	42,005,378	41,684,000
Trade and other payables	7,981,407	7,477,839	1,549,581	1,549,581
<b>Total</b>	<b>70,765,894</b>	<b>62,757,839</b>	<b>43,554,959</b>	<b>43,233,581</b>

Management assessed that the fair values of fixed term deposits, accounts receivables, current other receivables, and current trade and other payables approximate their carrying amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the fair values:

- The carrying values of the fixed term deposits and the accounts receivables are considered to approximate their fair values.

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- The fair values of the other receivables and trade and other payables have been estimated using a discounted cash flow (DCF) model. The valuation requires management to make certain assumptions about the model inputs, including forecast cash flows, the discount rate, credit risk and volatility. The probabilities of the various estimates within the range can be reasonably assessed and are used in management’s estimate of fair value for these receivables.
- The fair values of the Group’s interest-bearing notes are determined by using the “with” and “without” method. As of each Measurement Date, we first valued the Notes with the Conversion Options (the “with” scenario) and subsequently valued the Notes without the Conversion Options (the “without” scenario). The difference between the fair values of the Notes in the “with” and “without” scenarios was the concluded fair value of the Conversion Options as of the Measurement Date.
- The carrying value of the lease liabilities is calculated as the present value of lease payments, discounted at its incremental borrowing rate at the lease commencement date. The Group considers that the incremental borrowing rate remained unchanged, therefore the carrying amount of this liability approximate its fair value.
- The fair values of the guarantee deposits have been estimated using the (DCF) model. Since these deposits relate to leasing activities with similar terms of maturity, they have been discounted at the incremental borrowing rate used for these lease liabilities.

### 20.3. Description of significant unobservable inputs to valuation

The significant unobservable inputs used in the fair value measurements categorized within Level 3 of the fair value hierarchy, together with a quantitative sensitivity analysis as at 31 December 2020 and 2019 are shown below:

<u>Financial instrument</u>	<u>Valuation technique</u>	<u>Significant unobservable inputs</u>	<u>Range (weighted average)</u>	<u>Sensitivity of the input to fair value</u>
Notes debt – Embedded derivative	“with” and “without” method	Discount rate	2020: 12.5% 2019: 12.5%	2020: 1% increase (decrease) in the discount rate would result in an increase (decrease) in fair value of the liability of \$109,000 (\$112,000).  2019: 1% increase (decrease) in the discount rate would result in an increase (decrease) in fair value of the liability of \$210,000 (\$216,000).
Notes debt – Embedded derivative	“with” and “without” method	Fair value of one Series B Preference Share	2020: \$35.55 2019: \$8.74	2020: A 20% increase (decrease) in the fair value of the Series B Preference Share (+/- \$7.11) would result in an increase (decrease) in fair value of the liability of \$29,991,000 (\$29,953,000).  2019: A 20% increase (decrease) in the fair value of the Series B Preference Share (+/- \$1.75) would result in an increase (decrease) in fair value of the liability of \$4,106 (\$59).

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<u>Financial instrument</u>	<u>Valuation technique</u>	<u>Significant unobservable inputs</u>	<u>Range (weighted average)</u>	<u>Sensitivity of the input to fair value</u>
Notes debt – Embedded derivative	“with” and “without” method	Volatility	2020: 32% – 34% 2019: 29%	2020: A 10% increase (decrease) in the volatility would result in an increase (decrease) in fair value of the liability of \$33,433 (\$2,012).  2019: A 10% increase (decrease) in the volatility would result in an increase (decrease) in fair value of the liability of \$3,087 (\$59).

**20.4. Reconciliation of Level 3 fair value measurements of financial instruments**

	Notes debt – Embedded derivative
<b>At January 1, 2019</b>	<b>4,473,000</b>
Remeasurement recognized in profit or loss (gain)	(4,230,000)
Issues	6,895,000
Settlements	—
Transfers in of Level 3	—
Transfers out of Level 3	—
<b>At December 31, 2019</b>	<b>7,138,000</b>
Remeasurement recognized in profit or loss – expense	84,223,586
Issues	4,733,414
Settlements	—
Transfers in of Level 3	—
Transfers out of Level 3	—
<b>At December 31, 2020</b>	<b>96,095,000</b>

**21. Related party disclosures**

Note 1.1 provides information about the Group’s structure, including details of the subsidiaries and the entities with significant influence over the Group.

Balances and transactions between the Company and its subsidiaries, which are related parties, have been eliminated on consolidation and are not disclosed in this note.

The following table provides the total amount of balances and transactions that have been entered into with related parties for the relevant financial year:

	<u>Year-end</u>	<u>Interest expense</u>	<u>Amounts owed to related parties</u>
<b>Convertible debt notes from related parties</b>	2020	2,998,959	48,598,016
	2019	1,418,619	20,590,064

There are no sales or purchases transactions with: 1) entities with significant influence over the group, and; 2) Key management personnel of the Group.

**Compensation of key management personnel of the Group**

	<u>2020</u>	<u>2019</u>
Short-term employee benefits	2,205,616	1,857,941
Termination benefits	201,923	—
Share-based payment transactions	1,286,489	415,647
<b>Total compensation paid to key management personnel</b>	<b><u>3,694,028</u></b>	<b><u>2,273,588</u></b>

The amounts disclosed in the table are the amounts recognized as an expense during the reporting periods related to key management personnel.

**Directors' interests in the share-based compensation Plan**

Share options held by executive members of the Board of Directors under the share-based compensation Plan have the following expiry dates and exercise prices:

<u>Date of grant</u>	<u>Expiry date</u>	<u>Weight average exercise price</u>	<u>Number outstanding 2020</u>	<u>Number outstanding 2019</u>
2019	2029	USD 3.14	97,972	97,972

Refer to Note 12 for further details on the scheme.

**22. Notes debt**

In September 2020, the Group signed a Note Purchase Agreement (the "NPA" with certain lenders, which included a compound annual interest rate of 5% with a maturity of 2 years. Such 2020 notes together with the 2018 and 2019 Amended & Restated NPA with similar conditions (compound annual interest rate of 5% with 2 years of maturity) are all the Notes debt issued by the Group.

Prior to the issuance of the Group's consolidated financial statements, the Group's management agreed with its notes' holders, to extend the maturity date of the 2018 and 2019 convertible notes with original due date in April and September 2021, respectively. The new maturity date for the 2018 and 2019 notes is now in April 2022. Considering the agreement to extend the maturity happened after year-end, the corresponding notes debt are presented as current as of year-end.

	<u>Annual interest rate</u> %	<u>Original Maturity</u>	<u>Extended Maturity</u>	<u>2020</u> Principal USD	<u>2019</u> Principal USD
<b>Non-current notes debt</b>					
Notes debt 2019	5	2021	2022	—	27,000,000
Notes debt 2020	5	2022		15,047,000	—
				<b><u>15,047,000</u></b>	<b><u>27,000,000</u></b>
<b>Current notes debt</b>					
Notes debt 2018	5	2020	2022	19,540,000	19,540,000
Notes debt 2019	5	2021	2022	30,000,000	—
				<b><u>49,540,000</u></b>	<b><u>19,540,000</u></b>
<b>Total current and non-current debt</b>				<b><u>64,587,000</u></b>	<b><u>46,540,000</u></b>



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The 2020 NPA indicate that each Note shall be convertible into Group shares in the following situations:

- Next Equity Financing: the outstanding principal and unpaid accrued interest of each Note shall automatically convert into *Conversion Shares (1)* upon the closing of the Next Equity Financing. The total number of Conversion Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing the Conversion Amount by the Conversion Price.
- Conversion Price: will be the lower of 80% price paid per share for Equity Securities by the investors paying with cash in the Next Equity Financing (for the avoidance of doubt, not including the conversion or exchange of any Notes into such Equity Securities) and the quotient resulting from dividing USD 250,000,000 by the number of Ordinary Shares outstanding immediately prior to the closing of the Next Equity Financing (assuming conversion of all securities into Ordinary Shares, exercise of all outstanding options and warrants to purchase Ordinary Shares and including the shares reserved or authorized for issuance under any equity incentive plan including any pool increase or new pool adopted in connection with the Next Equity Financing and the conversion of Notes issued prior to September 25, 2020).
- Maturity Conversion: at any time after the Maturity Date of each Note, and prior to full payment of any such Note or the conversion of the same, (i) all outstanding principal and unpaid accrued interest due on all Notes having the same Maturity Date shall, at the election of the Super Majority Noteholders, be converted into Conversion Shares or (ii) each Significant Investor may elect to convert all of the outstanding principal and unpaid accrued interest due on such Significant Investor's Note into Conversion Shares. For the avoidance of doubt, no Note held by a Significant Investor may be converted into Conversion Shares without such Significant Investor's prior written consent. The number of Conversion Shares to be issued upon such conversion shall be equal to the quotient obtained by dividing the outstanding principal and unpaid accrued interest on a Note to be converted by the Conversion Price.
- Corporate Transaction: in the event of a Corporate Transaction prior to full payment of the Notes or conversion of the Notes, the Company shall give each Lender ten business days advance notice of the anticipated closing of such Corporate Transaction. After being provided a Change of Control Notice, each Lender may elect to either: (i) be repaid an amount equal to the outstanding principal of such Note plus the unpaid accrued interest on such Note and such Transaction Payment, when made, shall represent a full and complete accord and satisfaction of the Note and shall discharge the Note in full; or (ii) convert all of the outstanding principal and unpaid accrued interest due on such Note into Conversion Shares immediately prior to the Corporate Transaction. The number of Conversion Shares to be issued in this case shall be equal to the number obtained by dividing the outstanding principal and unpaid accrued interest due on the Note by the Conversion Price.

(1) As defined in the NPA, the Conversion shares are similar to Series B Preference shares.

The 2019 NPA indicate that each Note shall be convertible into Group shares in the following situations:

- Next Equity Financing: this clause is substantially similar to the 2020 NPA.
- Conversion Price: With respect to Notes issued prior to September 9, 2019, it will be the lower of 80% of the price paid per share for Equity Securities by the investors paying with cash in the Next Equity Financing and the quotient resulting from dividing USD 200,000,000 by the number of ordinary shares outstanding immediately prior to the closing of the Next Equity Financing. With respect to Notes issued on or after September 9, 2019, the conversion price has similar conditions, except that the numerator of the quotient will be USD 220,000,000 instead of USD 200,000,000.
- Maturity Conversion: this clause is substantially similar to the 2020 NPA.
- Corporate Transaction: this clause is substantially similar to the 2020 NPA.
- Voluntary Conversion: In the event that the Notes issued on or after September 9, 2019 are not converted into Conversion Shares pursuant to Next Equity Financing or Corporate Transaction hereof prior to June 15, 2020, each Lender shall have the right (but not the obligation) to convert the outstanding principal and

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unpaid accrued interest of the Notes that have been issued on or after September 9, 2019 into Conversion Shares, prior to June 30, 2020. However, the lenders haven't exercised this right of conversion.

### Conversion features

The Group determined that the conversion features represented a derivative instrument, which is not clearly and closed related to the debt host contracts, and therefore were required to be separately accounted for. The convertible debt instruments were separated into debt and conversion option at issuance and a fair value was assigned.

Based on the characteristics of the Notes as of the measurement date, the Group estimated the fair value of the conversion options using the "with" and "without" method. As of each measurement date, the Group first valued the Notes with the conversion options (the "with" scenario) and subsequently valued the Notes without the conversion options (the "without" scenario). The difference between the fair values of the Notes in the "with" and "without" scenarios was the concluded fair value of the conversion options as of the measurement date.

To estimate the fair value of the Notes in the "with" scenario, management considered the Group's expectations regarding future financings. Management used expectations regarding a next qualified equity financing scenario and a dissolution scenario to estimate the fair value of the Notes in the "with" scenario.

Regarding the "without" scenario, the Group also considered two scenarios: the next equity financing scenario, and the dissolution scenario, in order to estimate the fair value of the Notes.

After initial recognition, the debt is accounted for at amortized cost and effective interest rate is calculated considering residual value assigned. The fair value of the conversion feature is determined at each reporting date and fair value change recognized in profit or loss.

The breakdown of the financial liability as of December 31, 2020 and 2019 is as follows:

	2020	2019
Notes debt at amortized cost	54,957,670	35,468,000
Interest payable	7,826,817	6,537,378
<b>Subtotal notes debt portion at amortized cost</b>	<b>62,784,487</b>	<b>42,005,378</b>
Embedded derivative liability at fair value through profit or loss	96,095,000	7,138,000
<b>Total notes debt</b>	<b>158,879,487</b>	<b>49,143,378</b>

### Changes in liabilities arising from financing activities

The following chart presents details regarding the changes in notes debt in 2020 and 2019 that arose from financial activities:

	Balance at 1/1/2020	Cash flows	Interest	Changes in fair value	Balance at 12/31/2020
Notes debt	42,005,378	13,313,586	7,465,523	—	62,784,487
Embedded derivative liability	7,138,000	4,733,414	—	84,223,586	96,095,000
<b>Total</b>	<b>49,143,378</b>	<b>18,047,000</b>	<b>7,465,523</b>	<b>84,223,586</b>	<b>158,879,487</b>
<b>Total non-current</b>					<b>33,794,907</b>
<b>Total current</b>					<b>125,084,580</b>

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	Balance at 1/1/2019	Cash flows	Interest	Changes in fair value	Balance at 12/31/2019
Notes debt	17,432,720	20,105,000	4,467,658	—	42,005,378
Embedded derivative liability	4,473,000	6,895,000	—	(4,230,000)	7,138,000
<b>Total</b>	<b>21,905,720</b>	<b>27,000,000</b>	<b>4,467,658</b>	<b>(4,230,000)</b>	<b>49,143,378</b>
<b>Total non-current</b>					<b>28,495,117</b>
<b>Total current</b>					<b>20,648,261</b>

### 23. Segment information

For management purposes, the Group is organized into a single reportable segment. As mentioned in note 1, the Group is building the first scalable earth observation platform based on a proprietary satellite constellation with the capability to generate insights from images and information, with focus on multi-temporal analysis and high frequency of revisits. At present, the Group has already signed its first significant agreement with a customer as further described in note 25.

Management noted that although the Group is pre-revenue, they are looking to enter into contracts with customers to sell imagery. In the future, the customer's use for the Group's products may vary but the product offering is strictly imagery. Since imagery is the only identified business activity, the definition of the Group's business is indicative of one operating segment.

Since the Group only has one product and is pre-revenue, we do not track product revenue separately. Additionally, the Company does not track financial data geographically since the Group plans to sell their products globally and not based on office locations.

Group's management considers that building of satellite constellation activity (with the aim to sell imagery) constitutes a single business unit, and therefore it represents a single reportable segment.

#### Information about major customers

Note 25 provides main features of the relevant contract signed with a customer. As mentioned in the preceding paragraph, no revenue has been recognized for such contract yet as no goods or services have been provided as of December 31, 2020 and 2019.

#### Information about geographical areas

As mentioned in note 1, the Group conducts its activities through subsidiaries and offices located in different countries. The Group does not have non-current assets located in the country of incorporation of the holding company (BVI), other than the disclosed in the following table. Non-current assets (other than financial instruments and tax credits), are located in the subsidiaries' countries of incorporation, and the breakdown is as follows:

	Urugus (Uruguay)	Satellogic (Argentina)	Satellogic Solutions (Spain)	Satellogic Overseas (BVI)	Other	Total
Satellites and other property and equipment						
December 31, 2020	33,960,853	664,374	187,374	35,314	3,059	34,850,974
December 31, 2019	21,553,560	699,234	89,228	141,257	718	22,483,997

## 24. Leases

### Group as a lessee

The Group has lease contracts for various items of plant, offices and other equipment used in its operations. Leases of plant and offices generally have terms between 2 and 10 years. The Group's obligations under its leases are secured by the lessor's title to the leased assets.

There are several lease contracts that include extension and termination options and variable lease payments, which are further discussed below.

The Group also has certain leases of office facilities and equipment with lease terms of 12 months or less. The Group applies the 'short-term lease' recognition exemptions for these leases.

Set out below are the carrying amounts of right-of-use assets recognized and the movements during the period:

	Offices and plant	Total
As at 31 December 2019	—	—
Additions	1,626,783	1,626,783
Depreciation expense	(286,036)	(286,036)
<b>As at 31 December 2020</b>	<b><u>1,340,747</u></b>	<b><u>1,340,747</u></b>

Set out below are the carrying amounts of lease liabilities and the movements during the period:

	2020
As at 31 December 2019	—
Additions, net	1,340,747(1)
Accretion of interest	56,829
<b>As at 31 December 2020</b>	<b><u>1,397,576</u></b>
<b>Current</b>	<b><u>361,704</u></b>
<b>Non-current</b>	<b><u>1,035,872</u></b>

(1) Net of lease payments of USD 369,786 and others

The following are the amounts recognized in profit or loss:

	Gain / (Loss) 2020
Depreciation expense of right-of-use assets	(286,036)
Interest expense on lease liabilities	(56,829)
<b>Total amount recognised in profit or loss</b>	<b><u>(342,865)</u></b>

The lease effects as of December 31, 2019 were not material.

## 25. Agreement with a commercial space technology customer for satellite imagery

On June 12<sup>th</sup>, 2019, the Group through one of its subsidiaries entered into an agreement with a commercial space technology company (the "Customer") to provide satellite imagery with a Ground Sample Distance of 1 meter for up to 167,000 KM<sup>2</sup> of satellite image per month. The term of this agreement is 6 years and can be extended by the parties. On January 4<sup>th</sup>, 2020 a "Supplementary Agreement" was signed by the Customer and the Group.

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The Group projects to start delivering services in 2021 after a successfully 10 satellites dedicated launch in November 2020.

Besides the imagery, the Group is committed to construct an Assembly, Integration, and Test (“AIT”) Factory 24 months after the execution of the agreement, in a building to be provided by the Customer.

The total service fee for the agreement is USD 38,236,320 to be collected as follows:

- An advance installment of USD 1,000,000 as a deposit 2 months after the execution of the agreement, which was received before December 31, 2019 and was included as contract liabilities non-current.
- A 2nd installment of USD 1,072,720, payable on January 15th, 2020. This installment was partially collected as of December 31, 2020 in the amount of USD 454,000 and is disclosed as current contract liabilities. Subsequent to December 31, 2020, the Group received the remaining amount of this installment of USD 618,720;
- A 3rd installment of USD 1,060,000 shall be paid within 18 months from the agreement date execution (December 12th, 2020). This amount has not been collected as of the date of issuance of these financial statements;
- A 4th installment of USD 3,180,000 shall be paid within 24 months from the agreement execution (estimated for June 2021) or after the completion of the AIT building;
- After the dedicated satellite constellation starts fully operating and the Group starts the provision of services, quarterly instalments of USD 1,646,180 will be paid by the Customer for a 5-year period;
- The Group is required to refund the USD 1,000,000 deposit of the first advance installment to the Customer one week after receiving the total service fee under this agreement.

No services have been provided by the Group as of December 31, 2020 and 2019 in relation to the mentioned agreement.

### **26. Financial statements approval**

These financial statements as of December 31, 2020 and 2019 and for the years then ended, were approved by the Group Board of Directors on May 21, 2021.

### **27. Standards issued but not yet effective**

The new and amended standards and interpretations that are issued, but not yet effective, up to the date of issuance of the Group’s financial statements are disclosed below. The Group intends to adopt these standards, if applicable, when they become effective.

#### **Amendments to IAS 1: Classification of Liabilities as Current or Non-current**

In January 2020, the IASB issued amendments to paragraphs 69 to 76 of IAS 1 to specify the requirements for classifying liabilities as current or non-current. The amendments clarify:

- What is meant by a right to defer settlement
- That a right to defer must exist at the end of the reporting period
- That classification is unaffected by the likelihood that an entity will exercise its deferral right
- That only if an embedded derivative in a convertible liability is itself an equity instrument would the terms of a liability not impact its classification

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The amendments are effective for annual reporting periods beginning on or after 1 January 2023 and must be applied retrospectively. The Group is currently assessing the impact the amendments will have on current practice and whether existing notes debt may require renegotiation.

### **Reference to the Conceptual Framework – Amendments to IFRS 3**

In May 2020, the IASB issued Amendments to IFRS 3 Business Combinations—Reference to the Conceptual Framework. The amendments are intended to replace a reference to the Framework for the Preparation and Presentation of Financial Statements, issued in 1989, with a reference to the Conceptual Framework for Financial Reporting issued in March 2018 without significantly changing its requirements.

The Board also added an exception to the recognition principle of IFRS 3 to avoid the issue of potential ‘day 2’ gains or losses arising for liabilities and contingent liabilities that would be within the scope of IAS 37 or IFRIC 21 Levies, if incurred separately.

At the same time, the Board decided to clarify existing guidance in IFRS 3 for contingent assets that would not be affected by replacing the reference to the Framework for the Preparation and Presentation of Financial Statements.

The amendments are effective for annual reporting periods beginning on or after 1 January 2022 and apply prospectively.

### **Property, Plant and Equipment: Proceeds before Intended Use – Amendments to IAS 16**

In May 2020, the IASB issued Property, Plant and Equipment – Proceeds before Intended Use, which prohibits entities deducting from the cost of an item of property, plant and equipment, any proceeds from selling items produced while bringing that asset to the location and condition necessary for it to be capable of operating in the manner intended by management. Instead, an entity recognizes the proceeds from selling such items, and the costs of producing those items, in profit or loss.

The amendment is effective for annual reporting periods beginning on or after 1 January 2022 and must be applied retrospectively to items of property, plant and equipment made available for use on or after the beginning of the earliest period presented when the entity first applies the amendment.

The amendments are not expected to have a material impact on the Group.

### **Amendments to IFRS 16: Covid-19 Related Rent Concessions**

On 28 May 2020, the IASB issued Covid-19-Related Rent Concessions – amendment to IFRS 16 Leases. The amendments provide relief to lessees from applying IFRS 16 guidance on lease modification accounting for rent concessions arising as a direct consequence of the Covid-19 pandemic. As a practical expedient, a lessee may elect not to assess whether a Covid-19 related rent concession from a lessor is a lease modification. A lessee that makes this election accounts for any change in lease payments resulting from the Covid-19 related rent concession the same way it would account for the change under IFRS 16, if the change were not a lease modification. The amendment applies to annual reporting periods beginning on or after 1 June 2020. Earlier application is permitted.

This amendment is not expected to have a material impact on the consolidated financial statements of the Group.

### **Onerous Contracts – Costs of Fulfilling a Contract – Amendments to IAS 37**

In May 2020, the IASB issued amendments to IAS 37 to specify which costs an entity needs to include when assessing whether a contract is onerous or loss-making. The amendments apply a “directly related cost

approach”. The costs that relate directly to a contract to provide goods or services include both incremental costs and an allocation of costs directly related to contract activities. General and administrative costs do not relate directly to a contract and are excluded unless they are explicitly chargeable to the counterparty under the contract.

The amendments are effective for annual reporting periods beginning on or after 1 January 2022. The Group will apply these amendments to contracts for which it has not yet fulfilled all its obligations at the beginning of the annual reporting period in which it first applies the amendments.

#### **IFRS 9 Financial Instruments – Fees in the ‘10 per cent’ test for derecognition of financial liabilities**

As part of its 2018-2020 annual improvements to IFRS standards process the IASB issued amendment to IFRS 9. The amendment clarifies the fees that an entity includes when assessing whether the terms of a new or modified financial liability are substantially different from the terms of the original financial liability. These fees include only those paid or received between the borrower and the lender, including fees paid or received by either the borrower or lender on the other’s behalf. An entity applies the amendment to financial liabilities that are modified or exchanged on or after the beginning of the annual reporting period in which the entity first applies the amendment.

The amendment is effective for annual reporting periods beginning on or after 1 January 2022 with earlier adoption permitted. The Group will apply the amendments to financial liabilities that are modified or exchanged on or after the beginning of the annual reporting period in which the entity first applies the amendment.

The amendments are not expected to have a material impact on the Group.

## **28. Subsequent events**

### **28.1. Preferred shareholder transaction**

On March 8, 2021, the Group signed an Exchange Agreement in conjunction with a Loan Agreement and Warrant with a Preferred shareholder (“The Investor”). Prior to such date, The Investor had been a note lender under the 2018 and 2019 note purchase agreements as described in Note 22, and also owned Series A, B and B-1 Preferred Shares. The Exchange Agreement requires The Investor to sell back to the Company all its shares and debt notes currently in possession, in exchange for a loan of \$40,089,033 and issuance of a warrant.

Main terms and conditions of the Exchange Agreement are as follows:

- All outstanding shares and convertible promissory notes will be repurchased. The convertible feature of the original promissory note will be cancelled.
- The Group agrees to pay The Investor \$40,089,033 and any unpaid accrued interest under a new promissory note (the “Loan”).
- Interest is at an annual fixed rate of 5% (same as prior notes).
- Maturity is the 25th anniversary of the agreement.
- Debt is mandatorily payable upon event of default, change of control, going public or initial coin offering (ICO) transaction, in an amount equal to the sum of all outstanding principal of the Loan, plus accrued and unpaid interest
- The exercise price of the warrant is \$40,089,033, subject to adjustment due to events of changes in the outstanding shares of the Group (e.g., stock dividends, split-ups, recapitalizations, mergers, etc.).
- The exercise period of warrant is the earlier of 25 years from the effective date or the date which the warrant is exercised in full.

- The warrant is freestanding, can be separately exercised from the debt and is transferrable with a Right of first refusal.
- The Investor has the option to pay the exercise price of the warrant in cash or through reduction of the principal amount.

The Group has initially assessed that this transaction will result in the derecognition of the convertible promissory notes and related embedded derivative amounting to \$20,153,240 as of December 31, 2020, and recognition of a liability related to the new loan, treasury shares and a warrant classified as an equity financial instrument.

## 28.2. Issuance of Series X Preference shares

In April 2021, the Group entered into an agreement with investors, through which the Group will issue up to 2,500,000 Series X preference shares, \$0.00001 par value per share, at a purchase price of \$10.00. The Series X Preference Shares carry an annual 7% cumulative dividend, payable upon a liquidation, dissolution, winding up or upon the election the shareholders upon redemption.

All Series X Preference Shares and all accrued but unpaid dividends converts into other forms of equity securities upon the earliest to occur of the below outlined conversion events:

- Private Investment in Public Equity (PIPE) financing** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would automatically convert, upon consummation of any PIPE financing in connection with an acquisition of the Group by a special purpose acquisition company (the “SPAC”), into shares of common stock of the SPAC at the greater of:
  - the Original Issue Price [\$10] or
  - the lowest price paid per share of SPAC common stock in the PIPE financing.
- Next equity financing** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would convert, upon consummation by the Group of any issuance of preference shares following the date of the closing of the Proposed Offering in which the Group receives gross proceeds of not less than \$30,000,000 into the preference shares sold in such issuance at 85% of the lowest price paid per preference share by the investors paying with cash in such issuance.
- Upon other events** – All Series X Preference Shares then-outstanding and all accrued but unpaid dividends thereon would convert, upon the earlier of:
  - a Qualified Initial Public Offering (IPO as defined in the Company’s memorandum of association)
  - a conversion election by the holders of 60% of the Series X Preference Shares (the “Requisite Holders”), into a number of ordinary shares of the Group with an aggregate value equal to the aggregate purchase price paid in the Proposed Offering for all issued and outstanding Series X Preference Shares, based on a pre-money valuation of the Group of \$1.15 billion (the “Enterprise Value”).
- Optional Redemption** – The Series X Preference Shares would be redeemable for cash at the election of the Requisite Holders [60% of Series X Preference Shares], upon the earlier of:
  - immediately prior to the occurrence of any of the conversion events described above (other than the event described under clause (ii) under the sub-heading “Conversion on Other Events”)
  - the two (2) year anniversary of the consummation of the Proposed Offering, in each case at a price equal to the Original Issue Price plus all accrued and unpaid dividends on such shares, in which event all Series X Preference Shares would be redeemed.

Since the preferred shares contain a contractual obligation to deliver cash or another financial asset (e.g., variable number of common shares), and 3 of the 5 conversion events are based on the occurrence or



non-occurrence of events beyond the issuer's control (e.g., acquisition by a SPAC, next equity financing, an IPO or conversion at the optional election of shareholders), the preferred shares will be accounted for as a liability. For those conversion options in the preferred share agreement that are considered derivatives under IFRS 9, whose economic risks are expected not to be closely related to the financial instrument, the Group will recognize a separate derivative to be measured at fair value.

## **29. Impact of Covid-19 on the financial statements and Group operations**

On March 11, 2020, the World Health Organization ("WHO") declared a pandemic of the outbreak of Coronavirus ("COVID-19"), due to its rapid spread throughout the world, having affected, at that time, more than 110 countries. Government-imposed total or partial lockdowns or curfews, some of which have been subsequently extended, modified or rescinded, have led to a weakening of the macroeconomic environment, generating recession conditions and a devaluation of the local currencies in some of the countries in which the Group operates. It is difficult to estimate the full extent and duration of the impacts of the pandemic on businesses and economies. However, by the end of the year 2020 most countries have resume progressively with all economic activities.

The Group adopted several measures, in line with the recommendations of the WHO and national health ministries, to preserve the health of their employees and support the prevention of contagion in their administrative and operational areas, such as working from home, reduced work shifts in operational areas to minimize the number of workers commuting, rigorous cleaning of workplaces, distribution of personal protective equipment, testing of suspected cases and measuring body temperature.

On March 27, 2020, the International Accounting Standards Board (the "IASB") published a document for educational purposes, to help support the consistent application of accounting standards during a period of enhanced economic uncertainty arising from the COVID-19 pandemic. In that publication, the IASB indicated that they had engaged closely with the regulators to encourage entities to consider that guidance. The financial reporting issues, reminders and considerations highlighted in this publication are the following: going concern, financial instruments, asset impairment, governments grants, income taxes, liabilities from insurance contracts, leases, insurance recoveries, onerous contract provisions, fair value measurement, revenue recognition, events after the reporting period, other financial statements disclosure requirements and other accounting estimates.

The Group has assessed the impact of COVID-19 on these topics. For financial instruments measured at fair value categorized in Levels 2 and 3, the effects arising from COVID-19 have already been considered in the inputs to the valuation models used for the Group. The Group has assessed whether the impact of COVID-19 has led to any non-financial asset impairment, and has concluded, that there is no indication that the cash-generating unit may be impaired. Based on the analysis performed, there were no significant changes in any of the used key assumptions that would have resulted in an impairment charge. The Group will continue to monitor developments closely.

Finally, as required by IAS 1, Presentation of Financial Statements, the Group has evaluated its ability to continue as a going concern taking into consideration the existing and anticipated effects of the COVID-19 outbreak on the Group's activities and has concluded that the going concern assumption is appropriate.

Group's Management is continuing to monitor and assess the effects of the Coronavirus outbreak on our commercial and manufacturing operations in 2021.

**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholder of  
CF Acquisition Corp. V

**Opinion on the Financial Statements**

We have audited the accompanying balance sheet of CF Acquisition Corp. V (the “Company”) as of December 31, 2020 and the related statements of operations, changes in stockholder’s equity and cash flows for the period from January 23, 2020 (inception) to December 31, 2020 and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations and its cash flows for the period from January 23, 2020 (inception) to December 31, 2020 then ended in conformity with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ WithumSmith+Brown, PC

We have served as the Company’s auditor since 2020.

New York, New York

January 19, 2021

## CF Acquisition Corp. V

## Balance Sheet

December 31, 2020

<b>Assets</b>	
Cash	\$ 25,000
Deferred offering costs	131,695
Total assets	<u>\$156,695</u>
<b>Liabilities and Stockholder's Equity</b>	
Payables to related parties	\$ 37,640
Accrued liabilities	505
Accrued offering costs	94,055
Total liabilities	132,200
Stockholder's equity:	
Preferred stock, \$0.0001 par value; 1,000,000 shares authorized, none issued or outstanding	—
Common stock, Class A \$0.0001 par value; 240,000,000 shares authorized, none issued or outstanding	—
Common stock, Class B \$0.0001 par value; 30,000,000 shares authorized, 7,187,500 <sup>(1)</sup> shares issued and outstanding	719
Additional paid-in-capital	24,281
Accumulated deficit	(505)
Total stockholder's equity	<u>24,495</u>
Total liabilities and stockholder's equity	<u>\$156,695</u>

- (1) Includes an aggregate of up to 937,500 shares subject to forfeiture if the over-allotment option is not exercised in full by the underwriter. This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 founder shares (see Note 6).

*See notes to the financial statements*

**CF Acquisition Corp. V****Statement of Operations****For the period from January 23, 2020 (inception) to December 31, 2020**

Revenue	\$ —
Other expenses	(505)
Net loss attributable to common shares	<u>\$ (505)</u>
Weighted average number of common shares outstanding <sup>(1)</sup>	6,250,000
Basic and diluted net loss per share	<u>\$ (0.00)</u>

- (1) Excludes an aggregate of up to 937,500 shares subject to forfeiture if the over-allotment option is not exercised in full by the underwriter. This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 founder shares (see Note 6).

*See notes to the financial statements*

## CF Acquisition Corp. V

## Statement of Changes in Stockholder's Equity

For the period from January 23, 2020 (inception) to December 31, 2020

	Common Stock				Additional Paid-In- Capital	Accumulated Deficit	Total Stockholder's Equity
	Class A		Class B				
	Shares	Amount	Shares <sup>(1)</sup>	Amount			
<b>Balances, January 23, 2020</b>	—	\$ —	—	\$ —	\$ —	\$ —	\$ —
Issuance of Class B common stock to the Sponsor <sup>(1)</sup>	—	—	7,187,500	\$ 719	24,281	—	25,000
Net loss	—	—	—	—	—	(505)	(505)
<b>Balances, December 31, 2020</b>	—	\$ —	7,187,500	\$ 719	\$ 24,281	\$ (505)	\$ 24,495

- (1) Includes an aggregate of up to 937,500 shares subject to forfeiture if the over-allotment option is not exercised in full by the underwriter. This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 founder shares (see Note 6).

*See notes to the financial statements*

## CF Acquisition Corp. V

## Statement of Cash Flows

For the period from January 23, 2020 (inception) to December 31, 2020

<b>Cash flows from operating activities:</b>	
Net loss	\$ (505)
Adjustment to reconcile net loss to net cash provided by operating activities	
Changes in operating liabilities	
Accrued liabilities	505
<b>Net cash provided by operating activities</b>	<u>—</u>
<b>Cash flows from financing activities:</b>	
Issuance of Class B common stock to Sponsor	25,000
<b>Net cash provided by financing activities</b>	<u>25,000</u>
<b>Net increase in cash</b>	25,000
<b>Cash at beginning of period</b>	<u>—</u>
<b>Cash at end of period</b>	<u>\$25,000</u>
Non-cash operating and financing activities:	
Deferred offering costs included in accrued offering costs	\$94,055
Deferred offering costs included in payables to related parties	\$37,640

*See notes to the financial statements*

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**1. Description of Business and Operations**

**Description of Business** — CF Acquisition Corp. V (the “Company”) was incorporated in Delaware on January 23, 2020. The Company was formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses (the “Business Combination”).

Although the Company is not limited to a particular industry or sector for purpose of consummating a Business Combination, the Company intends to focus its search on companies operating in the financial services, healthcare, real estate services, technology and software industries. The Company is an early stage and emerging growth company and, as such, the Company is subject to all of the risks associated with early stage and emerging growth companies.

As of December 31, 2020, the Company had not yet commenced operations. All activity through December 31, 2020 relates to the Company’s formation and the proposed initial public offering (“Proposed Offering”) described below. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income on cash from the proceeds derived from the Proposed Offering. The Company has selected December 31<sup>st</sup> as its fiscal year end.

The Company’s sponsor is CFAC Holdings V, LLC (the “Sponsor”). The Company’s ability to commence operations is contingent upon obtaining adequate financial resources through the Proposed Offering of 25,000,000 units (each, a “Unit” and collectively, the “Units”) at a purchase price of \$10.00 per unit (or 28,750,000 units if the underwriter’s over-allotment option is exercised in full), which is discussed in Note 3. Each Unit consists of one share of Class A common stock and one-third of one redeemable warrant (a “Unit”). Each whole warrant entitles the holder to purchase one share of Class A common stock at a price of \$11.50. Each warrant will become exercisable on the later of 30 days after the completion of the Business Combination or 12 months from the closing of the Proposed Offering and will expire 5 years after the completion of the Business Combination, or earlier upon redemption or liquidation. The Company has granted the underwriter a 45-day option to purchase up to an additional 3,750,000 Units to cover over-allotments, if any. The Sponsor has committed to purchase 600,000 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”) at a price of \$10.00 per Private Placement Unit (for a total purchase price of \$6,000,000) in a private placement to the Sponsor that will close simultaneously with the Proposed Offering.

**Initial Business Combination** — The Company’s management has broad discretion with respect to the specific application of the net proceeds of the Proposed Offering and the sale of Private Placement Units, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. There is no assurance that the Company will be able to complete a Business Combination successfully. The Company must complete one or more initial Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Account (as defined below) (excluding taxes payable on income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”). Upon the closing of the Proposed Offering, management has agreed that an amount equal to at least \$10.00 per Unit sold in the Proposed Offering, including the proceeds of the Private Placement Units, will be held in a trust account (the “Trust Account”), located in the United States at J.P. Morgan Chase Bank, N.A., with Continental Stock Transfer &

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**1. Description of Business and Operations (cont.)**

Trust Company acting as trustee, and invested only in U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less or in any open-ended investment company that holds itself out as a money market fund selected by the Company meeting the conditions of paragraphs (d)(2), (d)(3) and (d)(4) of Rule 2a-7 of the Investment Company Act, as determined by the Company, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account as described below.

The Company will provide its holders of the outstanding shares of its Class A common stock, par value \$0.0001 (“Class A common stock”), sold in the Proposed Offering (the “public stockholders”) with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a stockholder meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek stockholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The public stockholders will be entitled to redeem their Public Shares (as defined below in Note 3) for a pro rata portion of the amount then in the Trust Account (initially anticipated to be \$10.00 per Public Share). These Public Shares will be recorded at a redemption value and classified as temporary equity upon the completion of the Proposed Offering in accordance with the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Topic 480 “Distinguishing Liabilities from Equity”. In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least \$5,000,001 either immediately prior to or upon such consummation of a Business Combination and a majority of the shares voted are voted in favor of the Business Combination. If a stockholder vote is not required by law and the Company does not decide to hold a stockholder vote for business or other legal reasons, the Company will, pursuant to its Amended and Restated Certificate of Incorporation (the “Amended and Restated Certificate of Incorporation”), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (“SEC”) and file tender offer documents with the SEC prior to completing a Business Combination. If, however, stockholder approval of the transactions is required by law, or the Company decides to obtain stockholder approval for business or legal reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each public stockholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed Business Combination. If the Company seeks stockholder approval in connection with a Business Combination, the initial stockholders (as defined below) have agreed to vote their Founder Shares (as defined below in Note 4), their shares underlying the Private Placement Units and any Public Shares purchased during or after the Proposed Offering in favor of a Business Combination. In addition, the initial stockholders have agreed to waive their redemption rights with respect to their Founder Shares and any Public Shares held by the initial stockholders in connection with the completion of a Business Combination.

Notwithstanding the foregoing, the Amended and Restated Certificate of Incorporation provides that a public stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a “group” (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), will be restricted from redeeming its shares with respect to more than an aggregate of 15% or more of the Class A common stock sold in the Proposed Offering, without the prior consent of the Company.

The Sponsor and the Company’s officers and directors (the “initial stockholders”) have agreed not to propose an amendment to the Amended and Restated Certificate of Incorporation (i) that would affect the substance or timing of the Company’s obligation to allow redemption in connection with its initial Business



CF Acquisition Corp. V

Notes to Financial Statements

**1. Description of Business and Operations (cont.)**

Combination or to redeem 100% of its Public Shares if the Company does not complete a Business Combination or (ii) with respect to any other provision relating to stockholders' rights or pre-business combination activity, unless the Company provides the public stockholders with the opportunity to redeem their shares of Class A common stock in conjunction with any such amendment.

**Failure to Consummate a Business Combination** — If the Company is unable to complete a Business Combination within 24 months from the closing of the Proposed Offering (the "Combination Period"), the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest earned on the funds held in the Trust Account and not previously released to the Company to pay taxes (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish public stockholders' rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in the case of clauses (ii) and (iii) to the Company's obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law.

The initial stockholders have agreed to waive their liquidation rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the Combination Period. However, if the initial stockholders acquire Public Shares in or after the Proposed Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period. In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution (including Trust Account assets) will be less than \$10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor has agreed to be liable to the Company if and to the extent any claims by a vendor for services rendered or products sold to the Company, or a prospective target business with which the Company has discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account. This liability will not apply with respect to any claims by a third party who executed a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account or to any claims under the Company's indemnity of the underwriters of the Proposed Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers, except for the Company's independent registered public accounting firm, prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation** — The financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC").

In connection with the Company's going concern considerations as of December 31, 2020, in accordance with the guidance in Accounting Standards Codification ("ASC") Topic 205-40, *Presentation of Financial*

CF Acquisition Corp. V

Notes to Financial Statements

2. Summary of Significant Accounting Policies(cont.)

*Statements — Going Concern*, the Company does not have sufficient liquidity to meet its current obligations. However, management has determined that the Company has access to funds from the Sponsor, and the Sponsor agrees to make those funds available and has financial wherewithal, along with an affiliate of the Sponsor, to provide such funds, that are sufficient to fund the working capital needs until the earlier of the consummation of the Proposed Offering or a minimum of one year from the date of issuance of these financial statements.

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

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such an election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company’s financial statements with another public company, which is neither an emerging growth company nor an emerging growth company, which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

**Use of Estimates** — The preparation of financial statements in conformity with U.S. GAAP requires the Company’s management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates.

**Deferred Offering Costs** — Deferred offering costs consist of legal and accounting fees incurred through the balance sheet date that are directly related to the Proposed Offering and that will be charged to stockholder’s equity upon the completion of the Proposed Offering. Should the Proposed Offering prove to be unsuccessful, these deferred costs, as well as additional expenses to be incurred, will be charged to operations. The Company had \$131,695 in deferred offering costs as of December 31, 2020.

CF Acquisition Corp. V

Notes to Financial Statements

2. Summary of Significant Accounting Policies(cont.)

**Income Taxes** — Income taxes are accounted for under ASC Topic 740, *Income Taxes*, using the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. To the extent that it is more likely than not that deferred tax assets will not be recognized, a valuation allowance would be established to offset their benefit.

ASC Topic 740 prescribes a recognition threshold that a tax position is required to meet before being recognized in the financial statements. The Company provides for uncertain tax positions, based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. The Company recognizes interest and penalties related to unrecognized tax benefits as provision for income taxes on the statement of operations.

No amounts were accrued for the payment of interest and penalties for the period from January 23, 2020 (inception) to December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

The Company is subject to income tax examinations by major taxing authorities since inception. The provision for income taxes was deemed to be de minimis for the period from January 23, 2020 (inception) to December 31, 2020. The Company's deferred tax assets were deemed to be de minimis as of December 31, 2020.

**Net Loss per Common Share** — The Company complies with accounting and disclosure requirements of ASC Topic 260, "*Earnings Per Share*". Net loss per common share is computed by dividing net loss applicable to common stockholders by the weighted average number of common shares outstanding for the period, excluding shares of common stock subject to forfeiture by the initial stockholders. Weighted average shares were reduced for the effect of an aggregate of 937,500 shares of common stock that are subject to forfeiture if the over-allotment option is not exercised by the underwriter (see Note 6). As of December 31, 2020, the Company did not have any dilutive securities and other contracts that could, potentially, be exercised or converted into shares of common stock and then share in the earnings of the Company. As a result, diluted loss per common share is the same as basic loss per common share for the period presented.

**Concentration of Credit Risk** — Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution, which, at times may exceed the Federal depository insurance coverage of \$250,000. As of December 31, 2020, the Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

**Financial Instruments** — The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "*Fair Value Measurement*", approximates the carrying amounts represented in the accompanying balance sheet, primarily due to their short-term nature.

**Recent Accounting Pronouncements** — The Company's management does not believe that any other recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on the Company's financial statements.

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**3. Proposed Offering**

Pursuant to the Proposed Offering, the Company intends to offer for sale 25,000,000 Units (plus up to an additional 3,750,000 Units if the underwriters' over-allotment option is exercised) at a price of \$10.00 per Unit. Each Unit consists of one share of Class A common stock (such shares of Class A common stock included in the Units being offered, the "Public Shares"), and one-third of one redeemable warrant (each, a "Public Warrant"). Each whole Public Warrant entitles the holder to purchase one share of Class A common stock at a price of \$11.50 per share, subject to adjustment (see Note 6). No fractional warrants will be issued upon separation of the Units and only whole warrants will trade.

**4. Related Party Transactions**

**Founder Shares**

In January 2020, the Sponsor purchased 11,500,000 shares (the "Founder Shares") of the Company's Class B common stock, par value \$0.0001 ("Class B common stock") for an aggregate price of \$25,000. On October 1, 2020, the Company effectuated a 1.25-for-1 stock split. In December 2020 and January 2021, the Sponsor returned to the Company, at no cost, an aggregate of 7,187,500 Founder Shares, which the Company cancelled, resulting in an aggregate of 7,187,500 Founder Shares outstanding and held by the Sponsor (up to 937,500 of which are subject to forfeiture by the Sponsor if the underwriters' over-allotment option is not exercised in full). The Founder Shares will automatically convert into shares of Class A common stock at the time of the Company's initial Business Combination and are subject to certain transfer restrictions, as described in Note 6.

The initial stockholders have agreed to forfeit up to 937,500 Founder Shares to the extent that the over-allotment option is not exercised in full by the underwriter. The forfeiture will be adjusted to the extent that the over-allotment option is not exercised in full by the underwriter so that the Founder Shares will represent 20.0% of the Company's issued and outstanding shares after the Proposed Offering (not including the placement shares). If the Company increases or decreases the size of the offering, the Company will effect a stock dividend or share contribution back to capital, as applicable, immediately prior to the consummation of the Proposed Offering in such amount as to maintain the Founder Share ownership of the Company's stockholders prior to the Proposed Offering at 20.0% of the Company's issued and outstanding common stock upon the consummation of the Proposed Offering (not including the placement shares).

The initial stockholders will agree, subject to limited exceptions, not to transfer, assign or sell any of its Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the last reported sale price of the Class A common stock equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20-trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, capital stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of common stock for cash, securities or other property.

**Private Placement Units**

The Sponsor has agreed to purchase an aggregate of 600,000 Private Placement Units at a price of \$10.00 per Private Placement Unit (\$6,000,000 in the aggregate) in a private placement that will occur simultaneously with the closing of the Proposed Offering. Each Unit will consist of one share of Class A

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**4. Related Party Transactions(cont.)**

common stock and one-third of one warrant. Each whole warrant sold as part of each Private Placement Unit is exercisable for one whole share of Class A common stock at a price of \$11.50 per share. The proceeds from the Private Placement Units will be added to the proceeds from the Proposed Offering to be held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the warrants included in the Private Placement Units will expire worthless. The warrants included in the Private Placement Units will be non-redeemable and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees. The warrants will expire five years after the completion of the Company's Business Combination or earlier upon redemption or liquidation.

The Sponsor has entered into a letter agreement with the Company pursuant to which it has agreed to waive its redemption rights with respect to the shares underlying the Private Placement Units in connection with the completion of the Business Combination or otherwise.

The Sponsor and the Company's officers and directors have agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

**Underwriter**

The underwriter is an affiliate of the Sponsor (see Note 5).

**Related Party Loans**

On October 6, 2020, the Sponsor agreed to loan the Company up to \$300,000 to be used for a portion of the expenses of the Proposed Offering pursuant to a promissory note (the "Promissory Note"). The Promissory Note is non-interest bearing and will be repaid upon the earlier of September 30, 2021 or the completion of the Proposed Offering. As of December 31, 2020, the Company had \$37,640 outstanding under the Promissory Note.

In order to finance transaction costs in connection with a Business Combination after the Proposed Offering and prior to the Company's initial Business Combination, the Sponsor has committed up to \$1,750,000 to be provided to the Company to fund the Company's expenses relating to investigating and selecting a target business and other working capital requirements, including \$10,000 per month for office space, administrative and shared personnel support services that will be paid to the Sponsor (the "Sponsor Loan").

If the \$1,750,000 loan agreed to be funded by the Sponsor is insufficient to cover the working capital requirements of the Company, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors intend, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). If the Company completes a Business Combination, the Company would repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans would be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. The Working Capital Loans would be repaid upon consummation of a Business Combination, without interest. As of December 31, 2020, no amount of the Sponsor Loan and Working Capital Loans were outstanding.

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**5. Commitments and Contingencies**

**Registration Rights**

The holders of Founder Shares and Private Placement Units (and component securities) will be entitled to registration rights (in the case of the Founder Shares, only after conversion of such shares to shares of Class A common stock) pursuant to a registration rights agreement to be signed on or before the date of the prospectus for the Proposed Offering. These holders will be entitled to certain demand and “piggyback” registration rights. However, the registration rights agreement provides that the Company will not permit any registration statement filed under the Securities Act to become effective until the termination of the applicable lock-up period for the securities to be registered. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

**Underwriting Agreement**

The Company will grant Cantor Fitzgerald & Co., the underwriter and an affiliate of the Sponsor, a 45-day option to purchase up to 3,750,000 additional Units to cover over-allotments, if any, at the Proposed Offering price less the underwriting discounts and commissions.

The underwriter will be entitled to an underwriting discount of \$0.20 per Unit, or \$5,000,000 in the aggregate, even if the underwriters’ over-allotment is exercised in full, payable upon the closing of the Proposed Offering.

The Company also engaged a qualified independent underwriter to participate in the preparation of the registration statement and exercise the usual standards of “due diligence” in respect thereto. The Company agreed to pay the independent underwriter a fee of \$100,000 upon the completion of the Proposed Offering in consideration for its services and expenses as the qualified independent underwriter. The independent underwriter will receive no other compensation.

**Business Combination Marketing Agreement**

The Company has engaged Cantor Fitzgerald & Co. as an advisor in connection with the Company’s initial Business Combination to assist the Company in holding meetings with its stockholders to discuss the potential Business Combination and the target business’ attributes, introduce the Company to potential investors that are interested in purchasing the Company’s securities, assist the Company in obtaining stockholder approval for the Business Combination and assist the Company with its press releases and public filings in connection with the Business Combination. The Company will pay Cantor Fitzgerald & Co. a cash fee for such services upon the consummation of the Business Combination in an amount equal to, in the aggregate, 3.5% of the base offering and 5.5% of the gross proceeds of the Proposed Offering, including any proceeds from the full or partial exercise of the underwriters’ over-allotment option.

**Risks and Uncertainties**

Management is continuing to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have an effect on the Company’s financial position, results of its operations, the close of the Proposed Offering and/or search for a target company, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

CF Acquisition Corp. V

Notes to Financial Statements

6. Stockholder's Equity

**Class A Common Stock** — The Company is authorized to issue 240,000,000 shares of Class A common stock with a par value of \$0.0001 per share. As of December 31, 2020, there were no shares of Class A common stock issued or outstanding.

**Class B Common Stock** — The Company is authorized to issue 30,000,000 shares of Class B common stock with a par value of \$0.0001 per share. Holders of Class B common stock are entitled to one vote for each share. As of December 31, 2020, there were 7,187,500 shares of Class B common stock outstanding, of which an aggregate of up to 937,500 shares are subject to forfeiture to the Company by the Sponsor for no consideration to the extent that the underwriter's over-allotment option is not exercised in full or in part, so that the initial stockholders will collectively own 20% of the Company's issued and outstanding common stock after the Proposed Offering (not including placement shares).

Only holders of Class B common stock will vote on the election of directors until completion of the Business Combination. Other than as described above, Holders of Class A common stock and Class B common stock will vote together as a single class on all other matters submitted to a vote of stockholders except as required by law.

The shares of Class B common stock will automatically convert into shares of Class A common stock at the time of the initial Business Combination on a one-for-one basis, subject to adjustment. In the case that additional shares of Class A common stock, or equity-linked securities, are issued or deemed issued in excess of the amounts offered in the Proposed Offering and related to the closing of the initial Business Combination, the ratio at which shares of Class B common stock shall convert into shares of Class A common stock will be adjusted (unless the holders of a majority of the outstanding shares of Class B common stock agree to waive such adjustment with respect to any such issuance or deemed issuance) so that the number of shares of Class A common stock issuable upon conversion of all shares of Class B common stock will equal, in the aggregate, on an as-converted basis, 20% of the sum of the total number of all shares of common stock outstanding upon the completion of the Proposed Offering plus all shares of Class A common stock and equity-linked securities issued or deemed issued in connection with the initial Business Combination (excluding any shares or equity-linked securities issued, or to be issued, to any seller in the initial Business Combination and any private placement-equivalent warrants issued to the Sponsor or its affiliates upon conversion of loans made to the Company).

On October 1, 2020, the Sponsor effectuated a recapitalization of the Company, which included a 1.25-for-1 stock split. In December 2020, the Sponsor returned to the Company, at no cost, an aggregate of 5,750,000 Founder Shares, which the Company cancelled, and in January 2021, the Sponsor returned to us, at no cost, an aggregate of 1,437,500 Founder Shares, which the Company cancelled, resulting in an aggregate of 7,187,500 Founder Shares outstanding and held by the Sponsor (up to 937,500 of which are subject to forfeiture by the Sponsor if the underwriters' over-allotment option is not exercised in full). Information contained in the financial statements has been retroactively adjusted for this split and cancellation.

**Preferred Stock** — The Company is authorized to issue 1,000,000 shares of preferred stock with a par value of \$0.0001 per share with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of December 31, 2020, there were no shares of preferred stock issued or outstanding.

**Warrants** — Public Warrants may only be exercised for a whole number of shares. No fractional shares will be issued upon exercise of the Public Warrants. The Public Warrants will become exercisable on the later of

**CF Acquisition Corp. V**

**Notes to Financial Statements**

**6. Stockholder's Equity(cont.)**

(a) 30 days after the completion of a Business Combination or (b) 12 months from the closing of the Proposed Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the shares of common stock issuable upon exercise of the Public Warrants and a current prospectus relating to them is available. The Company has agreed that as soon as practicable, but in no event later than 15 business days after the closing of a Business Combination, the Company will use its commercially reasonable best efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the shares of Class A common stock issuable upon exercise of the Public Warrants. The Company will use its commercially reasonable best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the Public Warrants in accordance with the provisions of the warrant agreement. Notwithstanding the foregoing, if a registration statement covering the shares of Class A common stock issuable upon exercise of the Public Warrants is not effective within a specified period following the consummation of Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3(a)(9) of the Securities Act, provided that such exemption is available. If that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. The Public Warrants will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation.

The warrants included in the Private Placement Units will be identical to the Public Warrants underlying the Units being sold in the Proposed Offering, except that the warrants included in the Private Placement Units and the Class A common stock issuable upon the exercise of the warrants included in the Private Placement Units will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions. Additionally, the warrants included in the Private Placement Units will be exercisable on a cashless basis and be non-redeemable so long as they are held by the initial purchasers or their permitted transferees. If the warrants included in the Private Placement Units are held by someone other than the initial purchasers or their permitted transferees, the warrants included in the Private Placement Units will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

The Company may redeem the Public Warrants (except with respect to the warrants included in the Private Placement Units):

- in whole and not in part;
- at a price of \$0.01 per warrant;
- at any time during the exercise period;
- upon a minimum of 30 days' prior written notice of redemption;
- if, and only if, the last reported sale price of the Company's common stock equals or exceeds \$18.00 per share for any 20-trading days within a 30-trading day period ending on the third business day prior to the date on which the Company sends the notice of redemption to the warrant holders; and
- if, and only if, there is a current registration statement in effect with respect to the shares of common stock underlying such warrants.

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis", as described in the warrant agreement.



**CF Acquisition Corp. V**

**Notes to Financial Statements**

**6. Stockholder's Equity(cont.)**

The exercise price and number of shares of Class A common stock issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, or recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuance of Class A common stock at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the warrants. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

**7. Subsequent Events**

On January 6, 2021, the Sponsor returned to the Company, at no cost, an aggregate of 1,437,500 Founder Shares, which the Company cancelled, resulting in an aggregate of 7,187,500 Founder Shares outstanding and held by the Sponsor (up to 937,500 of which are subject to forfeiture by the Sponsor if the underwriters' over-allotment option is not exercised in full). Information contained in the financial statements has been retroactively adjusted for this split and cancellation.

The Company evaluates subsequent events and transactions that occur after the balance sheet date through the date that the financial statements were issued. Other than as described, through January 19, 2021, the Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

**CF ACQUISITION CORP. V**  
**CONDENSED BALANCE SHEETS**

	<u>September 30,</u> <u>2021</u>	<u>December 31,</u> <u>2020</u>
	<u>(Unaudited)</u>	
<b>Assets:</b>		
Current Assets:		
Cash	\$ 25,000	\$ 25,000
Prepaid expenses	485,388	—
Total current assets	510,388	25,000
Deferred offering costs associated with proposed initial public offering	—	131,695
Other assets	150,212	—
Cash equivalents held in Trust Account	250,014,385	—
<b>Total Assets</b>	<b><u>\$250,674,985</u></b>	<b><u>\$ 156,695</u></b>
<b>Liabilities and Stockholders' Equity (Deficit):</b>		
Current Liabilities:		
Accrued expenses	\$ 2,189,604	\$ 94,560
Payables to related party	—	37,640
Sponsor loan—promissory notes	1,197,223	—
Franchise tax payable	145,455	—
<b>Total Current Liabilities</b>	<b><u>3,532,282</u></b>	<b><u>132,200</u></b>
Warrant liability	8,277,333	—
Forward purchase securities liability	2,055,630	—
<b>Total Liabilities</b>	<b><u>13,865,245</u></b>	<b><u>132,200</u></b>
<b>Commitments and Contingencies</b>		
Class A common stock subject to possible redemption, 25,000,000 and 0 shares at redemption value of \$10.00 per share as of September 30, 2021 and December 31, 2020, respectively	250,000,000	—
<b>Stockholders' Equity (Deficit):</b>		
Preferred stock, \$0.0001 par value; 1,000,000 shares authorized; none issued and outstanding as of both September 30, 2021 and December 31, 2020	—	—
Class A common stock, \$0.0001 par value; 240,000,000 shares authorized; 600,000 issued and outstanding (excluding 25,000,000 shares subject to possible redemption) as of September 30, 2021 and no shares issued and outstanding as of December 31, 2020	60	—
Class B common stock, \$0.0001 par value; 30,000,000 shares authorized; 6,250,000 and 7,187,500 shares issued and outstanding at September 30, 2021 and December 31, 2020, respectively	625	719
Additional paid-in capital	—	24,281
Accumulated deficit	(13,190,945)	(505)
<b>Total Stockholders' Equity (Deficit)</b>	<b><u>(13,190,260)</u></b>	<b><u>24,495</u></b>
<b>Total Liabilities and Stockholders' Equity (Deficit)</b>	<b><u>\$250,674,985</u></b>	<b><u>\$ 156,695</u></b>

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

**CF ACQUISITION CORP. V**  
**CONDENSED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

	For the Three Months Ended September 30, 2021	For the Three Months Ended September 30, 2020	For the Nine Months Ended September 30, 2021	For the Period from January 23, 2020 (Inception) through September 30, 2020
General and administrative costs	\$ 2,403,263	\$ —	\$ 3,127,094	\$ —
Administrative expenses—related party	30,000	—	79,643	—
Franchise tax expense	54,545	—	147,633	—
Loss from operations	(2,487,808)	—	(3,354,370)	—
Interest income on investments held in Trust Account	6,302	—	14,385	—
Changes in fair value of warrant liability	1,109,333	—	2,071,893	—
Changes in fair value of forward purchase securities liability	162,462	—	(2,055,630)	—
<b>Net loss</b>	<b>\$ (1,209,711)</b>	<b>\$ —</b>	<b>\$ (3,323,722)</b>	<b>\$ —</b>
<b>Weighted average number of shares of common stock outstanding:</b>				
Class A—Public shares	25,000,000	—	22,069,597	—
Class A—Private placement	600,000	—	529,670	—
Class B—Common stock	6,250,000	6,250,000 <sup>(1)</sup>	6,250,000	6,250,000 <sup>(1)</sup>
<b>Basic and diluted net loss per share:</b>				
Class A—Public shares	\$ (0.04)	\$ —	\$ (0.12)	\$ —
Class A—Private placement	\$ (0.04)	\$ —	\$ (0.12)	\$ —
Class B—Common stock	\$ (0.04)	\$ —	\$ (0.12)	\$ —

- (1) Excludes an aggregate of up to 937,500 shares subject to forfeiture if the over-allotment option is not exercised in full by the underwriter. This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 founder shares (see Note 6).

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

**CF ACQUISITION CORP. V**  
**CONDENSED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)**  
**(UNAUDITED)**  
**For the Three and Nine Months Ended September 30, 2021 and for the Period from January 23, 2020**  
**(Inception) through September 30, 2020**

	Common Stock				Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance—December 31, 2020</b>	—	\$ —	7,187,500 <sup>(1)</sup>	\$ 719	\$ 24,281	\$ (505)	\$ 24,495
Sale of Private Placement Class A common stock	600,000	60	—	—	5,757,380	—	5,757,440
Forfeiture of common stock to sponsor at \$0.0001 par value	—	—	(937,500)	(94)	94	—	—
Accretion for redeemable shares of Class A common stock to redemption value	—	—	—	—	(5,781,755)	(9,866,718)	(15,648,473)
Net income	—	—	—	—	—	2,187,800	2,187,800
<b>Balance—March 31, 2021</b>	600,000	\$ 60	6,250,000	\$ 625	\$ —	\$ (7,679,423)	\$ (7,678,738)
Net loss	—	—	—	—	—	(4,301,811)	(4,301,811)
<b>Balance—June 30, 2021</b>	600,000	\$ 60	6,250,000	\$ 625	\$ —	\$(11,981,234)	\$(11,980,549)
Net loss	—	—	—	—	—	(1,209,711)	(1,209,711)
<b>Balance—September 30, 2021</b>	600,000	\$ 60	6,250,000	\$ 625	\$ —	\$(13,190,945)	\$(13,190,260)

	Common Stock				Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Class A		Class B				
	Shares	Amount	Shares <sup>(1)</sup>	Amount			
<b>Balance—January 23, 2020 (Inception)</b>	—	\$ —	—	\$ —	\$ —	\$ —	\$ —
Issuance of Class B common stock to Sponsor	—	—	7,187,500	719	24,281	—	25,000
Net income	—	—	—	—	—	—	—
<b>Balance—March 31, 2020</b>	—	\$ —	7,187,500	\$ 719	\$ 24,281	\$ —	\$ 25,000
Net income	—	—	—	—	—	—	—
<b>Balance—June 30, 2020</b>	—	\$ —	7,187,500	\$ 719	\$ 24,281	\$ —	\$ 25,000
Net income	—	—	—	—	—	—	—
<b>Balance—September 30, 2020</b>	—	\$ —	7,187,500	\$ 719	\$ 24,281	\$ —	\$ 25,000

(1) This number has been adjusted to reflect the recapitalization of the Company in the form of a 1.25-for-1 stock split and the cancellation of 7,187,500 shares of Class B common stock. On February 2, 2021, 937,500 shares of Class B common stock were forfeited by the Sponsor (see Note 6).

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

**CF ACQUISITION CORP. V**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

	For the Nine Months Ended September 30, 2021	For the Period from January 23, 2020 (Inception) through September 30, 2020
<b>Cash flows from operating activities</b>		
Net loss	\$ (3,323,722)	\$ —
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
General and administrative expenses paid by related party	806,724	—
Interest income on investments held in Trust Account	(14,385)	—
Changes in fair value of warrant liability	(2,071,893)	—
Changes in fair value of forward purchase securities liability	2,055,630	—
Changes in operating assets and liabilities:		
Other assets	361,537	—
Accrued expenses	2,095,044	—
Payables to related party	(37,640)	—
Franchise tax payable	145,455	—
Deferred offering costs associated with proposed initial public offering	131,695	—
<b>Net cash provided by operating activities</b>	<u>148,445</u>	<u>—</u>
<b>Cash flows from investing activities</b>		
Cash deposited to Trust Account	(250,000,000)	—
<b>Net cash used in investing activities</b>	<u>(250,000,000)</u>	<u>—</u>
<b>Cash flows from financing activities</b>		
Proceeds from issuance of Class B common stock	—	25,000
Proceeds from related party—Sponsor loan	1,197,223	—
Proceeds received from initial public offering	250,000,000	—
Proceeds received from private placement	6,000,000	—
Offering costs paid	(5,393,362)	—
Payment of related party payable	(1,952,306)	—
<b>Net cash provided by financing activities</b>	<u>249,851,555</u>	<u>25,000</u>
<b>Net change in cash</b>	<u>—</u>	<u>25,000</u>
<b>Cash—beginning of the period</b>	<u>25,000</u>	<u>—</u>
<b>Cash—end of the period</b>	<u>\$ 25,000</u>	<u>\$ 25,000</u>
<b>Supplemental disclosure of non-cash financing activities:</b>		
Offering costs paid with note payable to Sponsor	\$ 91,750	\$ —
Changes in fair value of warrant liability	\$ 2,071,893	\$ —
Changes in fair value of forward purchase securities liability	\$ (2,055,630)	\$ —
Prepaid expenses paid with payables to related party	\$ 997,137	\$ —

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

**CF ACQUISITION CORP. V**  
**NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS**

**Note 1-Description of Organization, Business Operations and Basis of Presentation**

CF Acquisition Corp. V (the “Company”) was incorporated in Delaware on January 23, 2020. The Company was formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses (the “Business Combination”).

Although the Company is not limited in its search for target businesses to a particular industry or sector for the purpose of consummating a Business Combination, the Company intends to focus its search on companies operating in the financial services, healthcare, real estate services, technology and software industries. The Company is an early stage and emerging growth company and, as such, the Company is subject to all of the risks associated with early stage and emerging growth companies.

As of September 30, 2021, the Company had not commenced operations. All activity through September 30, 2021 relates to the Company’s formation and the initial public offering (the “Initial Public Offering”) described below, and all activity since the Initial Public Offering, relates to the Company’s efforts toward locating and completing a suitable Business Combination. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company has generated non-operating income in the form of interest income on investments in money market funds that invest in U.S. Treasury Securities and cash equivalents from the proceeds derived from the Initial Public Offering, and recognized changes in the fair value of warrant liability and FPS (as defined below) liability as other income (expense).

The Company’s sponsor is CFAC Holdings V, LLC (the “Sponsor”). The registration statement for the Initial Public Offering was declared effective by the U.S. Securities and Exchange Commission (“SEC”) on January 28, 2021. On February 2, 2021, the Company consummated the Initial Public Offering of 25,000,000 units (each, a “Unit” and with respect to the shares of Class A common stock included in the Units sold, the “Public Shares”), at a purchase price of \$10.00 per Unit, generating gross proceeds of \$250,000,000, as described in Note 3. Each Unit consists of one share of Class A common stock and one-third of one redeemable warrant. Each whole warrant entitles the holder to purchase one share of Class A common stock at a price of \$11.50. Each warrant will become exercisable on the later of 30 days after the completion of the Business Combination or 12 months from the closing of the Initial Public Offering and will expire 5 years after the completion of the Business Combination, or earlier upon redemption or liquidation.

Simultaneously with the closing of the Initial Public Offering, the Company consummated the sale of 600,000 units (the “Private Placement Units”) at a price of \$10.00 per Private Placement Unit to the Sponsor in a private placement, generating gross proceeds of \$6,000,000, which is described in Note 4. The proceeds of the Private Placement Units were deposited into the Trust Account (as defined below) and will be used to fund the redemption of the Public Shares subject to the requirements of applicable law (see Note 4).

Offering costs amounted to approximately \$5,500,000, consisting of \$5,100,000 of underwriting fees and approximately \$400,000 of other costs.

Following the closing of the Initial Public Offering and sale of Private Placement Units on February 2, 2021, an amount of \$250,000,000 (\$10.00 per Unit) from the net proceeds of the sale of the Units in the Initial Public Offering and the sale of the Private Placement Units (see Note 4) was placed in a trust account (“Trust Account”) located in the United States at UMB Bank, N.A., with Continental Stock Transfer & Trust Company acting as trustee, which may be invested only in U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act of 1940, as amended (the “Investment Company Act”), with a maturity of 185 days or less or in any open-ended investment company that holds itself out as a money market fund selected by the Company meeting the conditions of paragraphs (d)(2), (d)(3) and (d)(4) of Rule 2a-7 of the Investment Company Act, as determined by the Company, until the earlier of: (i) the completion of a Business Combination and (ii) the distribution of the Trust Account, as described below.

**Initial Business Combination** - The Company's management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of Private Placement Units, although substantially all of the net proceeds are intended to be applied generally toward consummating a Business Combination. There is no assurance that the Company will be able to complete a Business Combination successfully. The Company must complete one or more initial Business Combinations having an aggregate fair market value of at least 80% of the assets held in the Trust Account (excluding taxes payable on income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. However, the Company will only complete a Business Combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act.

The Company will provide the holders of the Public Shares (the "public stockholders") with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a stockholder meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek stockholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The public stockholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then in the Trust Account (initially \$10.00 per Public Share). The per share amount to be distributed to public stockholders who redeem the Public Shares will not be reduced by the Marketing Fee (as defined below in Note 4). There will be no redemption rights upon the completion of a Business Combination with respect to the Company's warrants. The Company will proceed with a Business Combination if the Company has net tangible assets of at least \$5,000,001 either immediately prior to or upon such consummation of a Business Combination and a majority of the shares voted are voted in favor of the Business Combination. If a stockholder vote is not required by law and the Company does not decide to hold a stockholder vote for business or other legal reasons, the Company will, pursuant to its amended and restated certificate of incorporation (as may be amended, the "Amended and Restated Certificate of Incorporation"), conduct the redemptions pursuant to the tender offer rules of the SEC and file tender offer documents with the SEC prior to completing a Business Combination. If, however, stockholder approval of the Business Combination is required by law, or the Company decides to obtain stockholder approval for business or legal reasons, the Company will offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each public stockholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed Business Combination. If the Company seeks stockholder approval in connection with a Business Combination, the initial stockholders (as defined below) have agreed to vote their Founder Shares (as defined below in Note 4), their shares underlying the Private Placement Units and any Public Shares purchased during or after the Initial Public Offering in favor of a Business Combination. In addition, the initial stockholders have agreed to waive their redemption rights with respect to their Founder Shares and any Public Shares held by the initial stockholders in connection with the completion of a Business Combination.

Notwithstanding the foregoing, the Amended and Restated Certificate of Incorporation provides that a public stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a "group" (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), will be restricted from redeeming its shares with respect to more than an aggregate of 15% or more of the Class A common stock sold in the Initial Public Offering, without the prior consent of the Company.

The Sponsor and the Company's officers and directors (the "initial stockholders") have agreed not to propose an amendment to the Amended and Restated Certificate of Incorporation (i) that would affect the substance or timing of the Company's obligation to allow redemption in connection with its Business Combination or to redeem 100% of the Public Shares if the Company does not complete a Business Combination or (ii) with respect to any other provision relating to stockholders' rights or pre-business combination activity, unless the Company provides the public stockholders with the opportunity to redeem their Public Shares in conjunction with any such amendment.

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On July 5, 2021, the Company entered into an Agreement and Plan of Merger (as it may be amended, supplemented or otherwise modified from time to time, the “Merger Agreement”) by and among (i) Satellogic Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a direct wholly owned subsidiary of Satellogic (“PubCo”), (ii) Ganymede Merger Sub 1 Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a direct wholly owned subsidiary of PubCo (“Merger Sub 1”), (iii) Ganymede Merger Sub 2 Inc., a Delaware corporation and a direct wholly owned subsidiary of PubCo (“Merger Sub 2”), and (iv) Nettar Group Inc. (d/b/a Satellogic), a business company with limited liability incorporated under the laws of the British Virgin Islands (“Satellogic”). Pursuant to the Merger Agreement, subject to the terms and conditions set forth therein, (a) Merger Sub 1 will merge with and into Satellogic (the “Initial Merger”) whereby the separate existence of Merger Sub 1 will cease and Satellogic will be the surviving corporation of the Initial Merger and become a wholly owned subsidiary of PubCo, and (b) following confirmation of the effective filing of the Initial Merger, Merger Sub 2 will merge with and into the Company (the “SPAC Merger” and together with the Initial Merger, the “Mergers”), the separate existence of Merger Sub 2 will cease and the Company will be the surviving corporation of the SPAC Merger and a direct wholly owned subsidiary of PubCo.

The board of directors of each of Satellogic and the Company have unanimously approved the Mergers and the other transactions contemplated by the Merger Agreement (collectively, the “Transactions”). The closing of the Transactions will require the approval of the stockholders of the Company and the shareholders of Satellogic, and is subject to other customary closing conditions, including the receipt of certain regulatory approvals. Certain existing agreements of the Company, included but not limited to the FPA, have been or will be amended or amended and restated in connection with the Transactions. For more information related to the Transactions, reference should be made to the Form 8-K that was filed by the Company with the SEC on July 6, 2021, PubCo’s Registration Statement on Form F-4 initially filed with the SEC on August 12, 2021 and as amended on September 24, 2021, October 19, 2021, November 5, 2021 and November 10, 2021, which was declared effective by the SEC on November 12, 2021 (the “Form F-4”) and the Company’s definitive proxy statement filed with the SEC on November 12, 2021 (the “Proxy Statement”).

**Forward Purchase Contract** - In connection with the Initial Public Offering, the Sponsor committed, pursuant to a forward purchase contract with the Company (the “FPA”), to purchase, in a private placement for gross proceeds of \$10,000,000 to occur concurrently with the consummation of an initial Business Combination, 1,000,000 of the Company’s Units on substantially the same terms as the sale of Units in the Initial Public Offering at \$10.00 per Unit, and 250,000 shares of Class A common stock (for no additional consideration) (the securities issuable pursuant to the FPA, the “FPS”). The funds from the sale of the FPS will be used as part of the consideration to the sellers in the initial Business Combination; any excess funds from this private placement will be used for working capital in the post-transaction company. This commitment is independent of the percentage of stockholders electing to redeem their Public Shares and provides the Company with a minimum funding level for the initial Business Combination. The FPA was amended and restated on July 5, 2021 in connection with the Company’s entry into the Merger Agreement, as further described in the Company’s Form 8-K filed with the SEC on July 6, 2021.

**Failure to Consummate a Business Combination** - The Company has until February 2, 2023 to consummate a Business Combination, or a later date approved by the Company’s stockholders in accordance with the Amended and Restated Certificate of Incorporation (the “Combination Period”). If the Company is unable to complete a Business Combination by the end of the Combination Period, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest earned on the funds held in the Trust Account and not previously released to the Company to pay taxes (less up to \$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish public stockholders’ rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the



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Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in the case of clauses (ii) and (iii), to the Company's obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law. There will be no redemption rights or liquidating distributions with respect to the Company's warrants, which will expire worthless if the Company fails to complete a Business Combination within the Combination Period. The Company entered into the Merger Agreement on July 5, 2021 and if the Transactions are consummated, such Transactions would be a Business Combination. The Company anticipates that the Transactions will close prior to the end of the Consummation Period. For more information regarding the Transactions, reference is made to the Company's Form 8-K filed with the SEC on July 6, 2021, the Form F-4 and the Proxy Statement.

The initial stockholders have agreed to waive their liquidation rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the Combination Period. However, if the initial stockholders acquire Public Shares in or after the Initial Public Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a Business Combination within the Combination Period. In the event of such distribution, it is possible that the per share value of the residual assets remaining available for distribution (including Trust Account assets) will be less than \$10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor has agreed to be liable to the Company if and to the extent any claims by a vendor for services rendered or products sold to the Company, or a prospective target business with which the Company has discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account. This liability will not apply with respect to any claims by a third party who executed a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account or to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers, prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account, except for the Company's independent registered public accounting firm.

### *Liquidity and Capital Resources*

As of both September 30, 2021 and December 31, 2020, the Company had \$25,000 of cash in its operating account. As of September 30, 2021 and December 31, 2020, the Company had a working capital deficit of \$3,021,894 and \$107,200, respectively. During the three months and nine months ended September 30, 2021, \$6,302 and \$14,385 of the interest income earned on funds held in the Trust Account, respectively, was available to pay taxes.

The Company's liquidity needs through September 30, 2021 have been satisfied through a contribution of \$25,000 from the Sponsor in exchange for the issuance of the Founder Shares, a loan of \$148,445 from the Sponsor pursuant to a promissory note (the "Pre-IPO Note") (see Note 4), the proceeds from the sale of the Private Placement Units not held in the Trust Account, and the Sponsor Loan (as defined below). The Company fully repaid the Pre-IPO Note upon completion of the Initial Public Offering. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor has committed up to \$1,750,000 to be provided to the Company to fund the Company's expenses relating to investigating and selecting a target business and other working capital requirements after the Initial Public Offering and prior to the Company's initial Business Combination (the "Sponsor Loan"). If the Sponsor Loan is insufficient, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, provide the Company with Working Capital Loans (as defined in Note 4). As of September 30, 2021 and December 31, 2020, there was \$1,197,223 and \$0 outstanding, respectively, under the Sponsor Loan.

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Based on the foregoing, management believes that the Company will have sufficient working capital and borrowing capacity from the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors, to meet its needs through the earlier of the consummation of a Business Combination or one year from this filing. Over this time period, the Company will be using these funds for paying existing accounts payable, identifying and evaluating prospective target businesses, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

### *Basis of Presentation*

The unaudited condensed financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the SEC and reflect all adjustments, consisting only of normal recurring adjustments, which are, in the opinion of management, necessary for a fair presentation of the financial position as of September 30, 2021 and the results of operations and cash flows for the periods presented. Certain information and disclosures normally included in unaudited condensed financial statements prepared in accordance with U.S. GAAP have been omitted pursuant to such rules and regulations. Interim results are not necessarily indicative of results for a full year. The accompanying unaudited condensed financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Form 8-K and the final prospectus filed by the Company with the SEC on February 8, 2021 and January 29, 2021, respectively.

### *Emerging Growth Company*

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such an election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

This may make comparison of the Company's unaudited condensed financial statements with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

### *Revisions of Previously Issued Financial Statements*

In connection with the preparation of the Company's financial statements for the quarter ended September 30, 2021, the Company re-evaluated its accounting of the Public Shares. As a result, the Company determined that at the closing of the Initial Public Offering, it had improperly valued the Public Shares. The Company has previously determined the Public Shares subject to possible redemption to be equal to the redemption value of \$10.00 per share, while also taking

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into consideration a redemption cannot result in net tangible assets being less than \$5,000,001. Pursuant to the updated analysis, management determined that all Public Shares can be redeemed or become redeemable subject to the occurrence of future events considered outside the Company's control. Therefore, management concluded that the redemption value should include all Public Shares subject to possible redemption, resulting in the shares of Class A common stock subject to possible redemption being equal to their redemption value, and reclassified the remaining Public Shares from permanent equity to temporary equity on the Company's condensed balance sheets.

The Company assessed the materiality of these revisions on its prior periods' financial statements in accordance with SEC Staff Accounting Bulletins Topic 1.M, *Materiality* and Topic 1.A, *Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements* and the guidance in Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 250, *Accounting Changes and Error Corrections*, and concluded that the revisions were not material to the Company's financial statements for prior interim periods. There were no revisions to the prior annual period. Accordingly, the Company has concluded that an amendment of its previously filed periodic reports is not required. Therefore, the Company has revised the historical periods in this Quarterly Report on Form 10-Q, and the historical interim periods that will be presented in the Company's prospective filings will be revised accordingly.

As a result, the Company also revised its condensed statements of stockholders' equity to classify all Public Shares as temporary equity and to record accretion on the Public Shares as a \$5.8 million decrease in Additional paid-in capital and a \$9.9 million increase in Accumulated deficit during the period ended March 31, 2021.

In connection with the change in presentation for the shares of Class A common stock subject to redemption, the Company also revised its earnings per share calculation to allocate net income (loss) evenly to shares of Class A common stock subject to possible redemption, non-redeemable shares of Class A common stock and shares of Class B common stock. This presentation contemplates a Business Combination as the most likely outcome, in which case, all classes of common stock share pro-rata in the net income (loss) of the Company.

There has been no change in the Company's total assets, liabilities, or operating results for all periods presented. There has been no change in the Company's cash flows other than the supplemental noncash disclosure of changes in shares of Class A common stock subject to possible redemption.

### **Note 2-Summary of Significant Accounting Policies**

#### *Use of Estimates*

The preparation of financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. One of the more significant accounting estimates included in these financial statements is the determination of the fair value of the warrant liability and FPS liability. Such estimates may be subject to change as more current information becomes available and, therefore, the actual results could differ significantly from those estimates.

#### *Cash and Cash Equivalents*

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents in its operating account as of September 30, 2021 and December 31, 2020. The Company's investments held in the Trust Account as of September 30, 2021 was comprised of cash equivalents.

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### *Concentration of Credit Risk*

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation maximum coverage limit of \$250,000, and cash equivalents held in the Trust Account. For the three and nine months ended September 30, 2021 and for the three months ended September 30, 2020 and for the period from January 23, 2020 (inception) through September 30, 2020, the Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

### *Fair Value of Financial Instruments*

The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC 820, *Fair Value Measurement*, approximates the carrying amounts represented in the balance sheets, primarily due to their short-term nature, with the exception of the warrant and FPS liabilities.

### *Offering Costs Associated with the Initial Public Offering*

Offering costs consisted of legal, accounting, and other costs incurred in connection with the preparation for the Initial Public Offering. These costs, together with the underwriting discount, were charged to stockholders' equity upon the completion of the Initial Public Offering.

### *Warrant and FPS Liability*

The Company accounts for the Warrants and FPS as either equity-classified or liability-classified instruments based on an assessment of the specific terms of the Warrants and FPS using applicable authoritative guidance in ASC 480, *Distinguishing Liabilities from Equity* ("ASC 480") and ASC 815, *Derivatives and Hedging*. The assessment considers whether the Warrants and FPS are freestanding financial instruments pursuant to ASC 480, meet the definition of a liability pursuant to ASC 480, and meet all of the requirements for equity classification under ASC 815, including whether the Warrants and FPS are indexed to the Company's own common shares and whether the warrant holders could potentially require "net cash settlement" in a circumstance outside of the Company's control, among other conditions for equity classification. This assessment, which requires the use of professional judgment, is conducted at the time of issuance of the Warrants and execution of the FPA and as of each subsequent quarterly period-end date while the Warrants and FPS are outstanding. For issued or modified warrants and for instruments to be issued pursuant to the FPA that meet all of the criteria for equity classification, such warrants and instruments are required to be recorded as a component of additional paid-in capital at the time of issuance. For issued or modified warrants and for the FPA instruments that do not meet all the criteria for equity classification, such warrants and instruments are required to be recorded at their initial fair value on the date of issuance, and on each balance sheet date thereafter. Changes in the estimated fair value of liability-classified Warrants and the FPS are recognized on the statements of operations in the period of the change.

The Company accounts for the Warrants and FPS in accordance with guidance in ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* ("ASC 815-40"), pursuant to which the Warrants and FPS do not meet the criteria for equity classification and must be recorded as liabilities. See Note 7 for further discussion of the pertinent terms of the Warrants and Note 8 for further discussion of the methodology used to determine the fair value of the Warrants and FPS.

### *Class A Common Stock Subject to Possible Redemption*

The Company accounts for its Class A common stock subject to possible redemption in accordance with the guidance in ASC 480. Shares of Class A common stock subject to mandatory redemption (if any) are classified as liability instruments and measured at fair value. Shares of conditionally redeemable Class A common stock (including shares of Class A common stock that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, shares of Class A common stock are classified as

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stockholders' equity. As discussed in Note 1, all of the Public Shares feature certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of uncertain future events. Accordingly, as of September 30, 2021 and December 31, 2020, 25,000,000 and 0 shares of Class A common stock subject to possible redemption, respectively, are presented as temporary equity outside of the stockholders' equity section of the Company's balance sheet. The Company recognizes any subsequent changes in redemption value immediately as they occur and adjusts the carrying value of redeemable Class A common stock to the redemption value at the end of each reporting period. Immediately upon the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount value of redeemable Class A common stock. The change in the carrying value of redeemable Class A common stock also resulted in charges against Additional paid-in capital and Accumulated deficit.

### *Income Taxes*

Income taxes are accounted for under ASC 740, *Income Taxes* ("ASC 740"), using the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the unaudited condensed financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. To the extent that it is more likely than not that deferred tax assets will not be recognized, a valuation allowance would be established to offset their benefit.

ASC 740 prescribes a recognition threshold that a tax position is required to meet before being recognized in the unaudited condensed financial statements. The Company provides for uncertain tax positions, based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. The Company recognizes interest and penalties related to unrecognized tax benefits as provision for income taxes on the statement of operations.

### *Net Income (Loss) Per Share of Common Stock*

The Company complies with accounting and disclosure requirements of ASC 260, *Earnings Per Share*. Net income (loss) per share of common stock is computed by dividing net income (loss) applicable to stockholders by the weighted average number of shares of common stock outstanding for the applicable periods. The Company applies the two-class method in calculating earnings per share. Accretion associated with the redeemable shares of Class A common stock is excluded from earnings per share as the redemption value approximates fair value.

The Company has not considered the effect of the warrants to purchase an aggregate of 8,533,333 shares of Class A common stock sold in the Initial Public Offering and Private Placement in the calculation of diluted earnings per share, since their inclusion would be anti-dilutive under the treasury stock method. As a result, diluted earnings per share of common stock is the same as basic earnings per share of common stock for the periods presented.

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The following tables reflect the calculation of basic and diluted net income (loss) per share of common stock:

	For the Three Months Ended September 30, 2021		For the Three Months Ended September 20, 2020		For the Nine Months Ended September 30, 2021		For the Period from January 23, 2020 (Inception) through September 30, 2020	
	Class A - Public shares	Class A - Private placement shares and Class B - Common stock	Class A - Public shares	Class A - Private placement shares and Class B - Common stock	Class A - Public shares	Class A - Private placement shares and Class B - Common stock	Class A - Public shares	Class A - Private placement shares and Class B - Common stock
<b>Basic and diluted net loss per share of common stock</b>								
<b>Numerator:</b>								
<b>Allocation of net loss</b>	\$ (949,538)	\$ (260,173)	\$ —	\$ —	\$ (2,542,637)	\$ (781,085)	\$ —	\$ —
<b>Denominator:</b>								
<b>Basic and diluted weighted average number of shares of common stock outstanding</b>	25,000,000	6,850,000	—	6,250,000	22,069,597	6,779,670	—	6,250,000
<b>Basic and diluted net loss per share of common stock</b>	\$ (0.04)	\$ (0.04)	\$ —	\$ —	\$ (0.12)	\$ (0.12)	\$ —	\$ —

### **Recent Accounting Pronouncements**

In August 2020, the FASB issued ASU No. 2020-06, *Debt-Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging-Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*. The standard is expected to reduce complexity and improve comparability of financial reporting associated with accounting for convertible instruments and contracts in an entity's own equity. The ASU also enhances information transparency by making targeted improvements to the related disclosures guidance. Additionally, the amendments affect the diluted EPS calculation for instruments that may be settled in cash or shares and for convertible instruments. The new standard will become effective for the Company beginning January 1, 2024, can be applied using either a modified retrospective or a fully retrospective method of transition and early adoption is permitted. Management is currently evaluating the impact of the new standard on the Company's unaudited condensed financial statements.

Management does not believe that any other recently issued, but not yet effective, accounting pronouncements, if currently adopted, would have a material effect on the Company's unaudited condensed financial statements.

### **Note 3-Initial Public Offering**

Pursuant to the Initial Public Offering, the Company sold 25,000,000 Units at a price of \$10.00 per Unit. Each Unit consists of one share of Class A common stock, and one-third of one redeemable warrant (each, a "Public Warrant"). Each whole Public Warrant entitles the holder to purchase one share of Class A common stock at a price of \$11.50 per share, subject to adjustment (see Note 6). No fractional warrants will be issued upon separation of the Units and only whole warrants will trade. On February 2, 2021, the Sponsor forfeited 937,500 shares of Class B common stock due to the underwriter not exercising the overallotment option, such that the initial stockholders would collectively own 20% of the Company's issued and outstanding shares of common stock after the Initial Public Offering (not including the shares of Class A common stock underlying the Private Placement Units).

#### **Note 4-Related Party Transactions**

##### *Founder Shares*

On January 23, 2020, the Sponsor purchased 11,500,000 shares (the “Founder Shares”) of the Company’s Class B common stock, par value \$0.0001 (“Class B common stock”) for an aggregate price of \$25,000. On October 1, 2020, the Company effected a 1.25-for-1 stock split. In December 2020 and January 2021, the Sponsor returned to the Company, at no cost, an aggregate of 7,187,500 Founder Shares, which the Company cancelled. All share and per share amounts have been retroactively restated. On February 2, 2021, the Sponsor forfeited 937,500 shares of Class B common stock, due to the underwriter not exercising the overallotment option, such that the initial stockholders would collectively own 20% of the Company’s issued and outstanding shares of common stock after the Initial Public Offering (not including the shares of Class A common stock underlying the Private Placement Units), resulting in an aggregate of 6,250,000 Founder Shares outstanding and held by the Sponsor and independent directors of the Company. The Founder Shares will automatically convert into shares of Class A common stock at the time of the consummation of the Business Combination and are subject to certain transfer restrictions.

The initial stockholders have agreed, subject to limited exceptions, not to transfer, assign or sell any of its Founder Shares until the earlier to occur of: (A) one year after the completion of the initial Business Combination or (B) subsequent to the initial Business Combination, (x) if the last reported sale price of the Class A common stock equals or exceeds \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20-trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, capital stock exchange or other similar transaction that results in all of the Company’s stockholders having the right to exchange their shares of common stock for cash, securities or other property.

##### *Private Placement Units*

Simultaneously with the closing of the Initial Public Offering, the Sponsor purchased an aggregate of 600,000 Private Placement Units at a price of \$10.00 per Private Placement Unit (\$6,000,000 in the aggregate). Each Private Placement Unit consists of one share of Class A common stock and one-third of one warrant (the “Private Placement Warrants”). Each whole Private Placement Warrant is exercisable for one share of Class A common stock at a price of \$11.50 per share. The proceeds from the Private Placement Units have been added to the net proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a Business Combination within the Combination Period, the Private Placement Warrants will expire worthless. The Private Placement Warrants will be non-redeemable and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Private Placement Warrants will expire five years after the completion of the Business Combination or earlier upon redemption or liquidation.

The Sponsor and the Company’s officers and directors have agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial Business Combination.

##### *Underwriter*

The lead underwriter is an affiliate of the Sponsor (see Note 5).

##### *Business Combination Marketing Agreement*

The Company has engaged Cantor Fitzgerald & Co. (“CF&Co.”), an affiliate of the Sponsor, as an advisor in connection with the Business Combination to assist the Company in holding meetings with its stockholders to discuss the Business Combination and the target business’ attributes, introduce the Company to potential investors that are interested in purchasing the Company’s securities, assist the Company in obtaining stockholder

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approval for the Business Combination and assist the Company with its press releases and public filings in connection with the Business Combination. The Company will pay CF&Co. a cash fee (the “Marketing Fee”) for such services upon the consummation of the Business Combination in an amount of \$8,750,000, which is equal to 3.5% of the gross proceeds of the Initial Public Offering.

### *Related Party Loans*

The Sponsor made available to the Company, under the Pre-IPO Note, up to \$300,000 to be used for a portion of the expenses of the Initial Public Offering. Prior to closing the Initial Public Offering, the amount outstanding under the Pre-IPO Note was \$148,445. The Pre-IPO Note was non-interest bearing and was repaid in full upon the completion of the Initial Public Offering.

In order to finance transaction costs in connection with an intended initial Business Combination, the Sponsor has committed, pursuant to the Sponsor Loan, up to \$1,750,000 to be provided to the Company to fund the Company’s expenses relating to investigating and selecting a target business and other working capital requirements, including \$10,000 per month for office space, administrative and shared personnel support services that will be paid to the Sponsor, after the Initial Public Offering and prior to the Company’s initial Business Combination. As of September 30, 2021 and December 31, 2020, the Company had borrowed \$1,197,223 and \$0, respectively, under the Sponsor Loan.

If the Sponsor Loan is insufficient to cover the working capital requirements of the Company, the Sponsor or an affiliate of the Sponsor, or certain of the Company’s officers and directors may, but are not obligated to, loan the Company funds as may be required (“Working Capital Loans”). If the Company completes a Business Combination, the Company would repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans would be repaid only out of funds held outside the Trust Account. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans.

The Sponsor pays expenses on the Company’s behalf. The Company reimburses the Sponsor for such expenses paid on its behalf. The unpaid balance is included in Payables to related parties on the accompanying balance sheet. As of September 30, 2021 and December 31, 2020, the Company had accounts payable outstanding to the Sponsor for such expenses paid on the Company’s behalf of \$0 and \$37,640, respectively.

## **Note 5-Commitments and Contingencies**

### *Registration Rights*

Pursuant to a registration rights agreement entered into on January 28, 2021, the holders of Founder Shares and Private Placement Units (and component securities) are entitled to registration rights (in the case of the Founder Shares, only after conversion of such shares to shares of Class A common stock). These holders are entitled to certain demand and “piggyback” registration rights. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

### *Underwriting Agreement*

The Company granted CF&Co., the lead underwriter and an affiliate of the Sponsor, a 45-day option to purchase up to 3,750,000 additional Units to cover over-allotments at the Initial Public Offering price less the underwriting discounts and commissions. On February 2, 2021, simultaneously with the closing of the Initial Public Offering, CF&Co. advised the Company that it would not exercise the over-allotment option.

CF&Co. was paid a cash underwriting discount of \$5,000,000 in connection with the Initial Public Offering.



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The Company also engaged a qualified independent underwriter to participate in the preparation of the registration statement and exercise the usual standards of “due diligence” in respect thereto. The Company paid the independent underwriter a fee of \$100,000 upon the completion of the Initial Public Offering in consideration for its services and expenses as the qualified independent underwriter. The qualified independent underwriter received no other compensation.

### *Business Combination Marketing Agreement*

The Company has engaged CF&Co. as an advisor in connection with the Company’s Business Combination (see Note 4).

### *Risks and Uncertainties*

Management is continuing to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the pandemic could have an effect on the Company’s financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of the unaudited condensed financial statements. The unaudited condensed financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### **Note 6-Stockholders’ Equity**

**Class A Common Stock** - The Company is authorized to issue 240,000,000 shares of Class A common stock, par value \$0.0001 per share. As of September 30, 2021, there were 600,000 shares of Class A common stock issued and outstanding, excluding 25,000,000 shares subject to possible redemption. As of December 31, 2020, there were no shares of Class A common stock issued and outstanding. The outstanding Class A common stock includes 600,000 shares included in the Private Placement Units. The shares of Class A common stock included in the Private Placement Units do not contain the same redemption features contained in the Public Shares.

**Class B Common Stock** - The Company is authorized to issue 30,000,000 shares of Class B common stock, par value \$0.0001 per share. Holders of Class B common stock are entitled to one vote for each share. As of September 30, 2021 and December 31, 2020, there were 6,250,000 and 7,187,500 shares of Class B common stock issued and outstanding, respectively. In connection with the underwriter advising the Company that it would not exercise its over-allotment option, the Sponsor forfeited 937,500 shares of Class B common stock, such that the initial stockholders would collectively own 20% of the Company’s issued and outstanding shares of common stock after the Initial Public Offering (not including the Private Placement Units).

Prior to the consummation of the Business Combination, only holders of Class B common stock have the right to vote on the election of directors. Holders of Class A common stock are not entitled to vote on the election of directors during such time. Holders of Class A common stock and Class B common stock vote together as a single class on all other matters submitted to a vote of stockholders except as required by law.

The shares of Class B common stock will automatically convert into shares of Class A common stock at the time of the Business Combination on a one-for-one basis, subject to adjustment. In the case that additional shares of Class A common stock, or equity-linked securities, are issued or deemed issued in excess of the amounts offered in the Initial Public Offering and related to the closing of the Business Combination, the ratio at which shares of Class B common stock shall convert into shares of Class A common stock will be adjusted (unless the holders of a majority of the outstanding shares of Class B common stock agree to waive such adjustment with respect to any such issuance or deemed issuance) so that the number of shares of Class A common stock issuable upon conversion of all shares of Class B common stock will equal, in the aggregate, on an as-converted basis, 20% of the sum of the total number of all shares of common stock outstanding upon the completion of the Initial Public Offering plus all shares of Class A common stock and equity-linked securities issued or deemed issued in connection with the Business Combination (excluding any shares or equity-linked securities issued, or to be issued, to any seller in the Business Combination).

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On October 1, 2020, the Company effected a 1.25-for-1 stock split. In December 2020 and January 2021, the Sponsor returned to the Company, at no cost, an aggregate of 7,187,500 Founder Shares, which were cancelled. Information contained in the unaudited condensed financial statements has been retroactively adjusted for this split and cancellation. On February 2, 2021, the Sponsor forfeited 937,500 shares of Class B common stock, resulting in an aggregate of 6,250,000 Founder Shares outstanding and held by the Sponsor and independent directors of the Company.

**Preferred Stock** - The Company is authorized to issue 1,000,000 shares of preferred stock with a par value of \$0.0001 per share with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of both September 30, 2021 and December 31, 2020, there were no shares of preferred stock issued or outstanding.

### **Note 7-Warrants**

Public Warrants may only be exercised for a whole number of shares. No fractional shares will be issued upon exercise of the Public Warrants. The Public Warrants will become exercisable on the later of (a) 30 days after the completion of a Business Combination or (b) 12 months from the closing of the Initial Public Offering; provided in each case that the Company has an effective registration statement under the Securities Act covering the shares of common stock issuable upon exercise of the Public Warrants and a current prospectus relating to them is available.

The Company has agreed that as soon as practicable, but in no event later than 15 business days after the closing of a Business Combination, the Company will use its commercially reasonable best efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the shares of Class A common stock issuable upon exercise of the Public Warrants. The Company will use its commercially reasonable best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the Public Warrants in accordance with the provisions of the warrant agreement. Notwithstanding the foregoing, if a registration statement covering the shares of Class A common stock issuable upon exercise of the Public Warrants is not effective within a specified period following the consummation of Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3(a)(9) of the Securities Act, provided that such exemption is available. If that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. The Public Warrants will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation.

The Private Placement Warrants are identical to the Public Warrants, except that the Private Placement Warrants and the Class A common stock issuable upon the exercise of the Private Placement Warrants are not transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions.

Additionally, the Private Placement Warrants will be exercisable on a cashless basis and be non-redeemable so long as they are held by the initial purchasers or their permitted transferees. If the Private Placement Warrants are held by someone other than the initial purchasers or their permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

The Company may redeem the Public Warrants:

- in whole and not in part;
- at a price of \$0.01 per warrant;
- at any time during the exercise period;

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- upon a minimum of 30 days' prior written notice of redemption;
- if, and only if, the last reported sale price of the Company's common stock equals or exceeds \$18.00 per share for any 20-trading days within a 30-trading day period ending on the third business day prior to the date on which the Company sends the notice of redemption to the warrant holders; and
- if, and only if, there is a current registration statement in effect with respect to the shares of common stock underlying such warrants.

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement.

The exercise price and number of shares of Class A common stock issuable upon exercise of the Warrants may be adjusted in certain circumstances including in the event of a stock dividend, or recapitalization, reorganization, merger or consolidation. However, the Warrants will not be adjusted for issuance of Class A common stock at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the Warrants. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of Warrants will not receive any of such funds with respect to their Warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such Warrants. Accordingly, the Warrants may expire worthless.

### **Note 8-Fair Value Measurements on a Recurring Basis**

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs to valuation techniques used in measuring fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These three levels of the fair value hierarchy are:

- Level 1 measurements - unadjusted observable inputs such as quoted prices for identical instruments in active markets;
- Level 2 measurements - inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3 measurements - unobservable inputs for which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

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The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of September 30, 2021 and indicates the fair value hierarchy of the inputs that the Company utilized to determine such fair value.

### September 30, 2021

<u>Description</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Other Unobservable Inputs (Level 3)</u>	<u>Total</u>
<b>Assets:</b>				
Assets held in Trust Account—U.S. Treasury Securities	\$ 250,014,385	\$ —	\$ —	\$ 250,014,385
<b>Liabilities:</b>				
Warrant liability	\$ —	\$ 8,277,333	\$ —	\$ 8,277,333
FPS liability	—	—	2,055,630	2,055,630
<b>Total Liabilities</b>	<b>\$ —</b>	<b>\$ 8,277,333</b>	<b>\$ 2,055,630</b>	<b>\$ 10,332,963</b>

Level 1 assets as of September 30, 2021 include investments in a money market fund that holds U.S. Treasury securities. The Company uses inputs such as actual trade data, benchmark yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

### Warrant Liability

The Warrants are accounted for as liabilities in accordance with ASC 815-40 and are presented within warrant liability on the Company's balance sheet. The warrant liability is measured at fair value at inception and on a recurring basis, with any subsequent changes in fair value presented within change in fair value of warrant liability in the Company's statement of operations.

### Initial Measurement

The Company established the initial fair value for the Warrants on February 2, 2021, the date of the closing of the Initial Public Offering, and subsequent fair value as of March 31, 2021. The Public Warrants and Private Placement Warrants were measured at fair value on a recurring basis, using an Options Pricing Model (the "OPM"). The Company allocated the proceeds received from (i) the sale of Units in the Initial Public Offering (which is inclusive of one share of Class A common stock and one-third of one Public Warrant), (ii) the sale of the Private Placement Units (which is inclusive of one share of Class A common stock and one-third of one Private Placement Warrant), and (iii) the issuance of Class B common stock, first to the Warrants based on their fair values as determined at initial measurement, with the remaining proceeds allocated to Class A common stock subject to possible redemption. The Warrants were classified as Level 3 at the initial measurement date due to the use of unobservable inputs.

The Company utilized the OPM to value the Warrants as of February 2, 2021, with any subsequent changes in fair value recognized in the statement of operations. The estimated fair value of the warrant liability as of February 2, 2021 was determined using Level 3 inputs. Inherent in the OPM are assumptions related to expected share-price volatility, expected life, risk-free interest rate and dividend yield. The Company estimated the volatility of its shares of common stock based on historical volatility that matches the expected remaining life of the Warrants. The risk-free interest rate was based on the U.S. Treasury zero-coupon yield curve on the grant date for a maturity similar to the expected remaining life of the Warrants. The expected life of the Warrants was assumed to be equivalent to their remaining contractual term. The dividend rate was based on the historical rate, which the Company anticipated to remain at zero. The aforementioned warrant liability is not subject to qualified hedge accounting.

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The following table provides quantitative information about the inputs utilized by the Company in the fair value measurement of the Warrants as of February 2, 2021:

	<b>February 2, 2021</b>
Risk-free interest rate	0.61%
Expected term (years)	5
Expected volatility	17.5%
Exercise price	\$ 11.50
Stock price	\$ 10.00
Dividend yield	0.0%

### Subsequent Measurement

During the nine months ended September 30, 2021, the fair value measurement of the Public Warrants was reclassified from Level 3 to Level 2 due to the use of an observable quoted price in an inactive market. As the transfer of Private Placement Warrants to anyone who is not a permitted transferee would result in the Private Placement Warrants having substantially the same terms as the Public Warrants, the Company determined that the fair value of the Private Placement Warrants is equivalent to that of the Public Warrants. As such, the Private Placement Warrants were reclassified from Level 3 to Level 2 during the nine months ended September 30, 2021.

As of September 30, 2021, the aggregate fair values of the Private Placement Warrants and Public Warrants were \$0.2 million and \$8.1 million, respectively.

The following table presents the changes in the fair value of warrant liability:

	<b>Private Placement</b>	<b>Public</b>	<b>Warrant Liability</b>
Fair value as of February 2, 2021	\$ 242,560	\$ 10,106,666	\$ 10,349,226
Change in valuation inputs or other assumptions <sup>(1)</sup>	(104,560)	(4,356,666)	(4,461,226)
Fair value as of March 31, 2021	138,000	5,750,000	5,888,000
Change in valuation inputs or other assumptions <sup>(1)</sup>	82,000	3,416,666	3,498,666
Fair value as of June 30, 2021	220,000	9,166,666	9,386,666
Change in valuation inputs or other assumptions <sup>(1)</sup>	(26,000)	(1,083,333)	(1,109,333)
Fair value as of September 30, 2021 <sup>(2)</sup>	<u>\$ 194,000</u>	<u>\$ 8,083,333</u>	<u>\$ 8,277,333</u>

- (1) Changes in valuation inputs or other assumptions are recognized in Change in fair value of warrant liability in the statement of operations.
- (2) Due to the use of quoted prices in an inactive market and the use of observable inputs for similar assets or liabilities (Level 2) for Public Warrants and Private Placement Warrants, respectively, subsequent to initial measurement, the Company had transfers out of Level 3 totaling \$5.9 million during the nine months ended September 30, 2021. The company did not have any transfers out of Level 3 during the three months ended September 30, 2021.

### FPS Liability

The liability for the FPS was valued using an adjusted net assets method, which is considered to be a Level 3 fair value measurement. Under the adjusted net assets method utilized, the aggregate commitment of \$10.0 million pursuant to the FPA is discounted to present value and compared to the fair value of the shares of common stock and warrants to be issued pursuant to the FPA. The fair value of the shares of common stock and warrants to be

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issued under the FPA are based on the public trading price of the Units issued in the Initial Public Offering. The excess (liability) or deficit (asset) of the fair value of the shares of common stock and warrants to be issued compared to the \$10.0 million fixed commitment is then reduced to account for the probability of consummation of the Business Combination. The primary unobservable input utilized in determining the fair value of the FPS is the probability of consummation of the Business Combination. As of September 30, 2021, the probability assigned to the consummation of the Business Combination was 82% which was determined based on a hybrid approach of both observed success rates of business combinations for special purpose acquisition companies and the Sponsor's track record for consummating similar transactions.

The following table presents a summary of the changes in the fair value of the FPS liability:

	<b>FPS Liability</b>
Fair value as of February 2, 2021	\$ 2,667,992
Change in valuation inputs or other assumptions <sup>(1)</sup>	(615,957)
Fair value as of March 31, 2021	<u>2,052,035</u>
Change in valuation inputs or other assumptions <sup>(1)</sup>	166,057
Fair value as of June 30, 2021	<u>2,218,092</u>
Change in valuation inputs or other assumptions <sup>(1)</sup>	(162,462)
Fair value as of September 30, 2021	<u>\$ 2,055,630</u>

(1) Changes in valuation inputs or other assumptions are recognized in Change in fair value of FPS liability in the statement of operations.

### **Note 9-Subsequent Events**

The Company evaluated subsequent events and transactions that occurred after the financial statements date through the date that the unaudited condensed financial statements were available to be issued and determined that there have been no events that have occurred that would require adjustments to the disclosures in the unaudited condensed financial statements other than as described below.

On November 12, 2021, the Company filed a Proxy Statement in connection with the special meeting of stockholders to be held in connection with the previously announced business combination with Satellogic (the "Special Meeting") (see Note 1) to approve the Merger Agreement and the other proposals set forth in the Proxy Statement. In addition, on November 12, 2021, the Company and Satellogic issued a joint press release announcing that the SEC declared effective the Form F-4, that the Company has filed the Proxy Statement and has established November 1, 2021 as the record date for the Special Meeting and that the Special Meeting will be held on December 8, 2021.

**PART II.**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 6. Indemnification of Directors and Officers.**

BVI law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, civil fraud or the consequences of committing a crime. The Company's memorandum and articles of association provides for indemnification of our officers and directors to the maximum extent permitted by law, including for any liability incurred in their capacities as such, except through their own fraud or dishonesty.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is theretofore unenforceable.

**Item 7. Recent Sales of Unregistered Securities**

None.

**Item 8. Exhibits.**

**(a) Exhibits**

The exhibits filed as part of this registration statement are listed in the index to exhibits immediately following the signature page to this registration statement, which index to exhibits is incorporated herein by reference.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<a href="#">Amended and Restated Memorandum of Association and Articles of Association of Satellogic Inc. (incorporated by reference to Exhibit 1.1 to the Shell Company Report on Form 20-F filed on January 27, 2022).</a>
2.1#	<a href="#">Agreement and Plan of Merger, dated as of July 5, 2021, by and among CF Acquisition Corp. V, Satellogic Inc., Ganymede Merger Sub 2 Inc., Ganymede Merger Sub 1 Inc. and Nettar Group Inc. (incorporated by reference to Exhibit 2.1 to the Registration Statement on Form F-4 filed on August 12, 2021 (file no. 333-258764)).</a>
2.2	<a href="#">Specimen Class A ordinary share certificate of Satellogic Inc. (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form F-4 filed October 19, 2021 (file no. 333-258764)).</a>
2.3	<a href="#">Specimen Class B ordinary share certificate of Satellogic Inc. (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form F-4 filed October 19, 2021 (file no. 333-258764)).</a>
2.4	<a href="#">Specimen warrant certificate of Satellogic Inc. (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form F-4 filed October 19, 2021 (file no. 333-258764)).</a>
2.5	<a href="#">Warrant Agreement, dated January 28, 2021, by and between CF Acquisition Corp. V and Continental Stock Transfer &amp; Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 of CF Acquisition Corp. V's Current Report on Form 8-K filed February 3, 2021).</a>
2.6	<a href="#">Warrant Assumption Agreement among CF Acquisition Corp. V, Satellogic Inc. and Continental Stock Transfer &amp; Trust Company, as Warrant agent, dated as of January 25, 2022 (incorporated by reference to Exhibit 2.6 to the Shell Company Report on Form 20-F filed on January 27, 2022).</a>

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<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amended and Restated Forward Purchase Contract, dated as of July 5, 2021, by and among CF Acquisition Corp. V, Satellogic Inc. and CFAC Holdings V, LLC (incorporated by reference to Exhibit 10.6 to the Registration Statement on Form F-4 filed August 12, 2021 (file no. 333-258764)).</u></a>
10.2	<a href="#"><u>Amended and Restated Service and Cooperation Agreement, dated September 22, 2021, by and between Zhong Ke Guang Qi Space Information Technology Co., Ltd. and Urugus S.A. (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form F-4 filed September 24, 2021 (file no. 333-258764)).</u></a>
10.3	<a href="#"><u>Credit Agreement, dated as of April 29, 2020, between JPMorgan Chase Bank, N.A. and Satellogic USA Inc. (incorporated by reference to Exhibit 10.8 to the Registration Statement on Form F-4 filed August 12, 2021 (file no. 333-258764)).</u></a>
10.4	<a href="#"><u>Employment Agreement, dated March 1, 2020, by and between Nettar Group Inc. (d/b/a Satellogic) and Emiliano Kargieman (incorporated by reference to Exhibit 10.9 to the Registration Statement on Form F-4 filed October 19, 2021 (file no. 333-258764)).</u></a>
10.5	<a href="#"><u>Warrants, dated as of March 8, 2021, between Nettar Group Inc. and Columbia River Investment Limited (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form F-4 filed October 19, 2021 (file no. 333-258764)).</u></a>
10.6	<a href="#"><u>Side Letter Agreement, dated April 5, 2021 between Nettar Group Inc. and Hannover Holdings S.A. (incorporated by reference to Exhibit 10.11 to the Registration Statement on Form F-4 filed November 10, 2021 (file no. 333-258764)).</u></a>
10.7	Loan and Security Agreement, dated as of March 8, 2021, by and among Columbia River Investment Limited and Nettar Group Inc.
10.8	Amendment to Loan and Security Agreement, dated as of December 7, 2021, by and among Columbia River Investment Limited and Nettar Group Inc.
10.9	<a href="#"><u>Escrow Agreement, dated as of January 25, 2025, by and between CF Acquisition Corp. V and Continental Stock Transfer &amp; Trust Company (incorporated by reference to Exhibit 10.9 to the Shell Company Report on Form 20-F filed on January 27, 2022).</u></a>
10.10	<a href="#"><u>Form of PIPE Subscription Agreement (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form F-4 filed on August 12, 2021 (file no. 333-258764)).</u></a>
10.11	<a href="#"><u>Form of Shareholder Support Agreement (incorporated by reference to Exhibit 10.2 to the Registration Statement on Form F-4 filed on August 12, 2021 (file no. 333-258764)).</u></a>
10.12	<a href="#"><u>Form of Sponsor Support Agreement (incorporated by reference to Exhibit 10.3 to the Registration Statement on Form F-4 filed on August 12, 2021 (file no. 333-258764)).</u></a>
10.13	<a href="#"><u>Form of Lock-Up Agreement (incorporated by reference to Exhibit 10.4 to the Registration Statement on Form F-4 filed on August 12, 2021 (file no. 333-258764)).</u></a>
10.14	<a href="#"><u>Subscription Agreement, dated as of January 18, 2022 by and among CF Acquisition Corp. V, Satellogic Inc., and Liberty Strategic Capital (SATL) Holdings, LLC (incorporated by reference to Exhibit 99.2 to the Report on Form 6-K filed on January 18, 2022 (file no. 333-258764)).</u></a>
10.15	<a href="#"><u>Letter Agreement, dated as of January 18, 2022 by and among Satellogic Inc., Liberty Strategic Capital (SATL) Holdings, LLC and CFAC Holdings V, LLC (incorporated by reference to Exhibit 99.3 to the Report on Form 6-K filed on January 18, 2022 (file no. 333-258764)).</u></a>
10.16*	<a href="#"><u>Amended and Restated Letter Agreement, dated as of February 10, 2022 by and among Satellogic Inc., Liberty Strategic Capital (SATL) Holdings, LLC and CFAC Holdings V, LLC</u></a>
10.17*	<a href="#"><u>Equity Incentive Plan</u></a>



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<u>Exhibit No.</u>	<u>Description</u>
10.18*	<a href="#">Warrant Agreement, dated February 10, 2022, by and between Satellogic Inc. and Continental Stock Transfer &amp; Trust Company, as warrant agent for the warrants exercisable at \$10.00 per Class A Ordinary Share and \$15.00 per Class A Ordinary Share</a>
10.19*	<a href="#">Warrant Agreement, dated February 10, 2022, by and between Satellogic Inc. and Continental Stock Transfer &amp; Trust Company, as warrant agent for the warrants exercisable at \$10.00 per Class A Ordinary Share</a>
10.20*	<a href="#">Warrant Agreement, dated January 25, 2022, by and between Satellogic Inc. and Continental Stock Transfer &amp; Trust Company, as warrant agent for warrants exercisable at \$20.00 per Class A Ordinary Share</a>
23.1*	<a href="#">Consent of WithumSmith+Brown, PC.</a>
23.2*	<a href="#">Consent of Pistrelli, Henry Martin y Asociados S.R.L. (Member firm of Ernst &amp; Young Global).</a>
107*	<a href="#">Calculation of Filing Fee Tables</a>

\* Filed herewith

# Certain schedules, annexes and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K, but will be furnished supplementally to the SEC upon request.

### **(b) Financial Statement Schedules**

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

### **Item 9. Undertakings.**

(a) The undersigned hereby undertakes:

- (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) that, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) that for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

- (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
- (4) to file a post-effective amendment to the registration statement to include any financial statements required by “Item 8.A. of Form 20-F” at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished; provided, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements; and
- (5) that, for the purpose of determining liability under the Securities Act to any purchaser:
  - (i) if the registrant is relying on Rule 430B:
    - (A) each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
    - (B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; and
  - (ii) if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
- (b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the

registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

- (c) The undersigned hereby undertakes:
- (1) that for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and
  - (2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Davidson, North Carolina on February 14, 2022.

### SATELLOGIC INC.

By: /s/ Rick Dunn  
Name: Rick Dunn  
Title: Chief Financial Officer (principal financial and accounting officer)

## POWER OF ATTORNEY

Each of the undersigned individuals hereby severally constitutes and appoints Emiliano Kargieman as the attorney-in-fact for the undersigned, in any and all capacities, with full power of substitution, to sign on such person's behalf, individually and in each capacity stated below, any and all amendments to this registration statement, and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act, and to file or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in connection therewith, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
<u>/s/ Emiliano Kargieman</u> Emiliano Kargieman	Chief Executive Officer (principal executive officer)	February 14, 2022
<u>/s/ Ted Wang</u> Ted Wang	Director	February 14, 2022
<u>/s/ Marcos Galperin</u> Marcos Galperin	Director	February 14, 2022
<u>/s/ Brad Halverson</u> Brad Halverson	Director	February 14, 2022
<u>/s/ Steven Mnuchin</u> Steven Mnuchin	Director and Chairperson	February 14, 2022
<u>/s/ Howard Lutnick</u> Howard Lutnick	Director	February 14, 2022
<u>/s/ Joseph Dunford</u> Joseph Dunford	Director	February 14, 2022

**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of the Securities Act, this registration statement on Form F-1 has been signed on behalf of the registrant by the undersigned, solely in his capacity as the duly authorized representative of the registrant in the United States, on February 14, 2022.

By: /s/ Rick Dunn

Name: Rick Dunn

## SATELLOGIC INC.

February 10, 2022

Liberty Strategic Capital (SATL) Holdings, LLC  
2001 Pennsylvania Avenue, NW  
Washington, D.C. 20006-1850

Re: Letter Agreement

Reference is made to that certain Subscription Agreement (the "Subscription Agreement"), dated as of the date hereof, by and among Satellogic Inc., an exempted company limited by shares incorporated under the laws of the British Virgin Islands (together with its successors and assigns, the "Issuer"), Satellogic V Inc. (f/k/a CF Acquisition Corp. V), a Delaware corporation, and Liberty Strategic Capital (SATL) Holdings, LLC, a Cayman Islands limited liability company (the "Subscriber"), pursuant to which, among other things, the Subscriber subscribed for and agreed to purchase from the Issuer, and the Issuer agreed to issue and sell to the Subscriber 20,000,000 Issuer Shares (the "Subscriber Shares") and 20,000,000 PIPE Warrants. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Agreement. This letter agreement amends and restates in its entirety the letter agreement between the parties hereto dated January 18, 2022. In connection with the Subscription Agreement, the parties hereto agree as follows:

1. Advisory Fee. Subject to Paragraph 3 below and to the occurrence of the Closing and the Transaction Closing, as an advisory fee for advisory services to be provided by the Manager (as defined below) to the Issuer, the Issuer agrees to (a) on the Closing Date, issue to Liberty 77 Capital L.P., a Delaware limited partnership and the manager of the Subscriber (the "Manager"), an aggregate of 2,500,000 warrants, each warrant providing the holder thereof the right to purchase one (1) share of Class A ordinary shares, par value \$0.0001 per share ("Class A Shares"), of the Issuer at an exercise price of \$10 per Class A Share (the "Advisory Fee Warrants") and (b) pay the Manager \$1,250,000 in cash by wire transfer of immediately available funds to an account designated in writing by the Manager, on the eighteen (18) month anniversary of the Closing Date and on the last day (or, if not a Business Day, the immediately following Business Day) of each of the following five (5) successive three-month anniversaries of such 18-month anniversary (each, a "Fee Installment"), representing aggregate Fee Installments of up to \$7,500,000. The Advisory Fee Warrants shall be subject to substantially the same terms as those set forth in the Warrant Agreement attached as Exhibit A to the Subscription Agreement (the "Warrant Agreement"). The provisions of Section 4 of the Warrant Agreement (applied *mutatis mutandis* as if set forth in this letter agreement) shall apply to the Advisory Fee Warrants. Subscriber shall cause the Manager to be reasonably available from time to time to advise the Issuer until a Cessation Event. Section 10 (Registration Rights) of the Subscription Agreement as it applies to the Subscriber Warrant Shares (as defined in the Subscription Agreement) will apply, *mutatis mutandis*, to the shares underlying Advisory Fee Warrants, as if it had been fully set forth herein.

## 2. Director Nomination Rights.

(a) Each of the Subscriber, Emiliano Kargieman ("Kargieman") (subject to the terms and conditions of clause (i) below), and CFAC Holdings V, LLC ("Cantor", and collectively with the Subscriber and Kargieman, the "Voting Parties" and each, individually, a "Voting Party") agrees to vote, or cause to be voted, all shares of the Issuer owned by such Voting Party, or over which such Voting Party has voting control (including causing its affiliates to vote), from time to time and at all times such obligations remain in effect in accordance with the terms hereof, in whatever manner as shall be necessary to ensure that at each annual or special meeting of shareholders of the Issuer at which an election of directors is held, the following persons shall be elected to the Board (subject to any such nominee or the party entitled to nominate such person waiving such obligation in writing):

(i) Subject to Paragraph 3 below and to the occurrence of the Closing and the Transaction Closing, from and after the Closing and the Transaction Closing, two (2) persons designated by the Subscriber, one such person being Secretary Steven Terner Mnuchin ("Secretary Mnuchin"), and a second designee who shall be reasonably acceptable to the Issuer (the "Subscriber Directors"). Any Subscriber Director who is an employee of the Manager or any of its affiliates and holds a title of managing director or senior managing director shall be deemed "reasonable" for purposes of this Paragraph 2(a)(i). The Subscriber Directors shall initially consist of (I) Secretary Mnuchin as the non-executive Chairman of the Board, and (II) a person to be designated by the Subscriber prior to the Closing (the "Initial Subscriber Directors"), and the Issuer shall take all necessary action to cause the appointment of the Initial Subscriber Directors to the Board as "Class I" directors, which term expires in 2025, in accordance with the Issuer's governing documents at the Closing, subject to the occurrence of the Closing and the Transaction Closing. For so long as Secretary Mnuchin is a Subscriber Director, he shall be the non-executive Chairman of the Board and Kargieman and Cantor shall not be required to vote for any person designated by Liberty to replace Secretary Mnuchin unless such party consents in writing to such replacement, such consent not to be unreasonably withheld. By signing below, Kargieman agrees to cause any transferee of any Class B ordinary shares, par value \$0.0001 per share, of the Issuer ("Class B Shares") held by him to agree, as a condition to such Transfer, to all of the obligations of Kargieman under this letter agreement (other than in the case of a Transfer of Class B Shares to a transferee that would result in automatic conversion of such Class B Shares into Class A Shares in accordance with the terms of the memorandum and articles of association of the Issuer).

(ii) Two (2) persons designated by Kargieman, one such person being Kargieman, and a second designee who shall be reasonably acceptable to each of the Subscriber and Cantor (the "EK Directors"), which shall initially include Kargieman and Marcos Galperin, for so long as Kargieman and his affiliates continue to own beneficially an aggregate of at least one-third (1/3) of the number of shares of the Issuer that Kargieman will own on the date of the Transaction Closing (subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like). Kargieman shall not designate another person to replace him without the written consent of Subscriber and Cantor which, consent, if Kargieman is no longer Chief Executive Officer of the Company, shall not be unreasonably withheld.

(iii) Howard Lutnick (the "Cantor Director"), for so long as Cantor and its affiliates continue to own beneficially an aggregate of at least one-third (1/3) of the number of shares of the Issuer that Cantor will own on the date of the Closing (subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like).

(b) Subject to applicable law, the Issuer shall take all necessary action to cause such directors as set forth in Paragraph 2(a) to be elected to the Board. The Subscriber, Kargieman and Cantor shall each promptly cooperate with the Issuer's taking of such actions, including, without limitation, by timely providing all information reasonably requested by the Issuer with respect to each Subscriber Director, each EK Director and the Cantor Director. In addition to the directors elected pursuant to Paragraph 2(a), the Board shall also initially include Ted Wang, Brad Halverson, and another person designated by Kargieman who shall be reasonably acceptable to Subscriber, whose appointment shall be in compliance with NASDAQ listing requirements.

(c) Until the occurrence of a Cessation Event, in the event that the Subscriber or Kargieman has not nominated the total number of Subscriber Directors or EK Directors, as the case may be, the Subscriber or Kargieman, as applicable, shall be entitled to nominate pursuant to Paragraph 2(a)(i) or (ii) above, respectively, in accordance with the memorandum and articles of association of the Issuer such additional Subscriber Directors or EK Directors to which it is entitled in accordance with Paragraph 2(a)(i) or (ii), in which case, the Issuer and the Board shall take all necessary corporation action, to the fullest extent permitted by applicable law, to (i) enable the Subscriber or Kargieman, as applicable, to nominate and effect the nomination and election of such additional Subscriber Director(s) or EK Director(s), as the case may be, whether by increasing the size of the Board or otherwise, and (ii) to designate such additional Subscriber Director(s) or EK Director(s), as the case may be, to fill such newly created vacancies or to fill any other existing vacancies.

(d) From and after the Closing and the Transaction Closing until the occurrence of a Cessation Event, the Subscriber shall have the right to nominate one Subscriber Director to serve on each committee of the Board, provided that any such nominee shall be a director and shall be eligible to serve on the applicable committee under applicable law or listing standards of the Nasdaq or New York Stock Exchange (as applicable), including any applicable independence requirements (subject in each case to any applicable exceptions, including those for newly public companies and for "controlled companies," and any applicable phase-in periods). Any additional members shall be determined by the Board. Each Subscriber Director nominated and appointed to serve on a Board committee pursuant to this Paragraph 2(c) shall have the right to remain on such committee so long as the Subscriber is entitled to nominate such director to the Board and such Subscriber Director is entitled to be a director of the Issuer under Paragraph 3(b) below. Unless the Subscriber notifies the Issuer otherwise prior to the time the Board takes action to change the composition of a Board committee, and if a Cessation Event has not yet occurred at the time the Board takes action to change the composition of any such Board committee, any Subscriber Director currently designated by the Subscriber to serve on a committee shall be presumed to be re-nominated to such Board committee.

(e) In the event that any Subscriber Director or EK Director shall cease to serve as a Subscriber Director or EK Director, respectively, for any reason, the Subscriber or Kargieman, as the case may be, shall be entitled to nominate such person's successor in accordance with this letter agreement and the Board shall promptly fill the vacancy with such successor nominee; it being understood that any such nominee shall be entitled to continue to so serve as a director so long as the Subscriber is entitled to nominate Subscriber Directors or Kargieman is entitled to nominate EK Directors, as the case may be, to the Board and such Subscriber Director or EK Director, respectively, was entitled to be a director of the Issuer under Paragraph 3(b) below (in the case of a Subscriber Director) or Paragraph 2(a)(ii) (in the case of an EK Director).



(f) If a Subscriber Director or EK Director is not appointed or elected to the Board because of such person's death, disability, disqualification, withdrawal as a nominee or is unavailable or unable to serve on the Board for any other reason, the Subscriber or Kargieman, as applicable, shall be entitled to nominate promptly another Subscriber Director or EK Director, respectively, and the director position for which the original Subscriber Director or EK Director was nominated shall not be filled pending such nomination.

(g) So long as the Subscriber has the right to nominate Subscriber Directors pursuant to this letter agreement or any Subscriber Director is serving on the Board, the Issuer shall maintain in effect at all times directors and officers indemnity insurance coverage reasonably satisfactory to the Subscriber, and the Issuer's governing documents (as may be further amended, supplemented or waived in accordance with its terms) shall at all times provide for indemnification, exculpation and advancement of expenses to the fullest extent permitted under applicable law.

(h) At any time that the Subscriber has the right nominate Subscriber Directors to the Board pursuant to this letter agreement, the Issuer shall not increase or decrease the maximum number of directors permitted to serve on the Board without the prior written consent of the Subscriber.

(i) At any time that the Subscriber has the right to nominate Subscriber Directors pursuant to this letter agreement, the Issuer shall not take any action, including making or recommending any amendment to the Issuer's governing documents that could reasonably be expected to adversely affect the Subscriber's rights under this letter agreement and. Subscriber hereby consents to the amendments to the memorandum and articles of association of the Issuer reflected in Annex A attached hereto.

(j) The Issuer agrees that prior to the occurrence of a Cessation Event, (i) each Subscriber Director will be included in the Board's slate of nominees to the Issuer's shareholders (the "Board's Slate") for each election of a class of directors to which the relevant Subscriber Director belongs, and (ii) each such Subscriber Director will be included in the proxy statement prepared by management of the Issuer in connection with soliciting proxies for every meeting of the shareholders of the Issuer called with respect to the election of members of the Board of the class of directors to which the relevant Subscriber Director belongs (each, a "Director Election Proxy Statement"), and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Issuer or the Board with respect to the election of members of the Board of the class of directors to which the relevant Subscriber Director belongs. The Issuer agrees to provide written notice of the commencement the preparation of a Director Election Proxy Statement to the Subscriber at least 20 business days, but no more than 60 business days, prior to the earlier of the mailing and the filing date of any Director Election Proxy Statement. The Subscriber shall be deemed to re-nominate the incumbent Subscriber Directors unless, subject to Paragraph 2(a) above, Subscriber notifies Issuer in writing as to the nomination of replacement Subscriber Director(s) at least 90 days prior to the date of such shareholders meeting.

(k) The Issuer shall pay all reasonable out-of-pocket expenses incurred by any Subscriber Director in connection with the performance of his or her duties as a director and in connection with his or her attendance at any meeting of the Board.

3. Cessation Event. Notwithstanding Paragraphs 1 and 2 above, in the event that the Subscriber and its affiliates (as used in this letter agreement, the term "affiliate(s)" shall have the meaning ascribed to it in the Subscription Agreement and, with respect to the Subscriber, may only include entities that are managed by the Manager or its affiliates) Transfer, in the aggregate with all prior Transfers of Subscriber Shares, Subscriber Warrant Shares and shares purchased by exercise of the Advisory Fee Warrants by the Subscriber and its affiliates, to any person(s) who are not affiliates of the Subscriber, economic ownership of a number of Subscriber Shares, Subscriber Warrant Shares and shares purchased by exercise of the Advisory Fee Warrants such that the Subscriber and its affiliates no longer hold the economic ownership in an aggregate of at least 6,666,666 (subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like) Issuer Shares (a "Cessation Event"):

(a) From and after the Cessation Event no Fee Installments shall be made and Paragraph 1 above shall be of no further force and effect. The Subscriber shall deliver written notice to the Issuer of a Cessation Event prior to the Cessation Event; *provided* that if such prior notice is not commercially feasible under the circumstances, such notice shall be delivered within two (2) Business Days of the Cessation Event (the "Notice Period"); and

(b) The Subscriber shall no longer have any right to nominate any director to the Board from and after the Cessation Event and Paragraph 2 above shall be of no further force and effect; provided, however, that each incumbent Subscriber Director shall be entitled to serve as a director on the Board until the next election of directors of any class (whether or not of the same class of such Subscriber Director), but in no event more than one year following a Cessation Event. Shareholders of the Issuer shall have the right to remove any Subscriber Director who shall fail to resign as of the end of the period specified in this Paragraph 3(b).

4. Certain Share Issuances. So long as Class B Ordinary Shares of the Issuer are outstanding, the issuance by Issuer, in a single transaction or a series of related transactions, of a number of shares that equals or exceeds 20% of the then outstanding number of ordinary shares of the Issuer on a fully-diluted basis (assuming exercise of all options and warrants of the Issuer) shall require the written consent of Subscriber; provided that no such consent shall be required if such issuance of shares is made in connection with (i) any acquisition by the Issuer of any equity interests, assets, properties, or business of any person; (ii) any merger, consolidation, or other business combination involving the Issuer; (iii) any transaction or series of related transactions involving a Change of Control (as defined below); or (iv) any equity split, payment of distributions, or any similar recapitalization. "Change of Control" shall be deemed to have occurred if, after the date hereof, (i) the beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of securities representing more than 50% of the combined voting power of the Issuer is acquired by any person (other than the Issuer, any subsidiary of the Issuer, or any trustee or other fiduciary holding securities under an employee

benefit plan of the Issuer), (ii) the merger or consolidation of the Issuer with or into another person where the shareholders of the Issuer, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares representing in the aggregate 50% or more of the combined voting power of the securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any) in substantially the same proportion as their ownership of the Issuer immediately prior to such merger or consolidation, or (iii) the sale or other disposition of all or substantially all of the Issuer's assets to any person, other than a sale or disposition by the Issuer of all or substantially all of the Issuer's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned directly or indirectly by shareholders of the Issuer, immediately prior to the sale or disposition, in substantially the same proportion as their ownership of the Issuer immediately prior to such sale or disposition. In this Paragraph 4, "person" shall have the meaning set forth in sections 13(d) and 14(d) of the Exchange Act.

5. Lock-Up. Subject to the occurrence of the Closing and the Transaction Closing, so long as the Subscriber Securities are subject to lock-up obligations (including those set forth in Section 8 of the Subscription Agreement), the Issuer agrees not to waive or agree to shorten any contractual lock-up obligations that exist as of the date hereof without the written consent of the Manager.

6. Class B Vote Per Share Adjustment. The Voting Parties agree that, in order to reflect the intention of the Subscriber and the Issuer, the Voting Parties shall exercise their rights with respect to the Issuer so as to procure that resolutions (including resolutions of the board of directors of the Issuer) are passed to approve amendments to the Memorandum and Articles of Association of the Issuer so that the Class B Vote Per Share (as defined in the Memorandum of Association of the Issuer) after giving effect to any forfeiture of the Class B Ordinary Shares pursuant to Section 2.10 of the Transaction Agreement shall equal (x) 20,000,000, divided by (y) (i) 13,662,658, minus (ii) the number of Class B Ordinary Shares forfeited by Kargieman pursuant to Section 2.10 of the Transaction Agreement (in no event shall such forfeited shares be more than 651,596 Class B Ordinary Shares), but taking into account any adjustment that may have occurred theretofore pursuant to clause 7.2 of the Memorandum of Association of the Issuer. In the event that any Earnout Shares (as defined in the Transaction Agreement) are issued to Kargieman pursuant to Section 2.11 of the Transaction Agreement, the Voting Parties shall further exercise their rights with respect to the Issuer so as to procure that resolutions (including resolutions of the board of directors of the Issuer) are promptly passed to approve amendments to the Memorandum and Articles of Association of the Issuer so that the Class B Vote Per Share shall be adjusted so that the Class B Vote Per Share is reduced in a manner that results in a Class B Vote Per Share as if a number of shares equal to such Earnout Shares had not been forfeited pursuant to Section 2.10 of the Transaction Agreement. The Voting Parties agree to promptly take any further action reasonably necessary for the purpose of the foregoing. Kargieman in his capacity as holder of Class B Ordinary Shares confirms for the avoidance of doubt (including for the purpose of clause 8.1(a)(i) of the Memorandum of Association of the Issuer) that a variation to the rights attached to the Class B Ordinary Shares of the Issuer so as to cause such adjustment shall not constitute a material adverse effect with respect to the rights attached to the Class B Ordinary Shares. The Issuer agrees to take all steps within its powers to give effect to any amendment to the Memorandum and Articles of Association so approved including procuring the requisite filing is made with the Registrar of Corporate Affairs in the British Virgin Islands.

7. Expense Reimbursement. Subject to the occurrence of the Closing and the Transaction Closing, at the Closing, the Issuer shall reimburse the Subscriber for all reasonable and documented out-of-pocket expenses of the Subscriber incurred in connection with the transaction contemplated by this letter agreement and the Subscription Agreement, up to \$250,000.

8. Miscellaneous. Sections 12 (a), (c), (e), (f), (g), (h), (i), (j), (k), (l), (m) and (n) of the Subscription Agreement are incorporated herein by reference (applied *mutatis mutandis* as if set forth in this letter agreement). This letter agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns, except for the Manager, which shall be an express third party beneficiary of this letter agreement with respect to Paragraph 1. This letter agreement shall only be amended with the prior written consent of the Issuer and the Subscriber. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The Subscriber shall not be obligated to nominate all (or any) of the Subscriber Directors it is entitled to nominate pursuant to this letter agreement for any election of directors and the failure to do so shall not constitute a waiver of its rights hereunder with respect to future elections.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**SATELLOGIC INC.**

By: /s/ Emiliano Kargieman

Name: Emiliano Kargieman

Title: Chief Executive Officer

Address for Notice:

Satellogic Inc.  
c/o Nettar Group Inc.  
Email: ceo@satellogic.com, gc@satellogic.com  
Attention: Emiliano Kargieman

with a copy (which shall not constitute notice) to:

Friedman Kaplan Seiler & Adelman LLP  
7 Times Square  
New York, NY 10036-6516  
Email: areindel@fklaw.com  
Attention: Gregg S. Lerner, Asaf Reindel

and

Greenberg Traurig LLP  
333 SE 2nd Avenue  
Suite 4400  
Miami, FL 33131  
Email: annexa@gtlaw.com  
Attention: Alan I. Annex

**Agreed to for the purpose of Paragraph 2:**

/s/ Emiliano Kargieman

Emiliano Kargieman

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

LIBERTY STRATEGIC CAPITAL (SATL) HOLDINGS,  
LLC

By: Liberty 77 Fund L.P., Liberty 77 Fund USTE L.P. and  
Liberty 77 Fund International L.P., its managing  
members

By: Liberty 77 Capital GenPar L.P., its general partner

By: Liberty 77 Capital UGP L.L.C., its general partner

By: /s/ Steven T. Mnuchin

Name: Steven T. Mnuchin

Title: Chief Executive Officer

Address for Notice:

Liberty Strategic Capital (SATL) Holdings, LLC  
2001 Pennsylvania Avenue, NW  
Washington, D.C. 20006-1850  
Email: Brian Callanan and Jesse Burwell  
Attention: [brian@libertycapitalllp.com](mailto:brian@libertycapitalllp.com); [jesse@libertycapitalllp.com](mailto:jesse@libertycapitalllp.com)

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
Email: [eching@paulweiss.com](mailto:eching@paulweiss.com)  
Attention: Ellen Ching

Agreed to for the purpose of Paragraph 2:

**CFAC HOLDINGS V, LLC**

By

By: /s/ Emiliano Kargieman

Name:

Title:

Address for Notice:

Memorandum and Articles of Association of the Issuer



SATELLOGIC INC.

2021 INCENTIVE COMPENSATION PLAN

**SATELLOGIC INC.**  
**2021 INCENTIVE COMPENSATION PLAN**

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**SATELLOGIC INC.**  
**2021 INCENTIVE COMPENSATION PLAN**

1. **Purpose.** The purpose of this SATELLOGIC INC. 2021 INCENTIVE COMPENSATION PLAN, as may be amended from time to time (the “**Plan**”) is to assist SATELLOGIC INC. and its Related Entities (as hereinafter defined) in attracting, motivating, retaining and rewarding high-quality executives and other employees, officers, directors, consultants and other persons who provide services to the Company or its Related Entities by enabling such persons to acquire or increase a proprietary interest in the Company in order to strengthen the mutuality of interests between such persons and the Company’s shareholders, and providing such persons with performance incentives to expend their maximum efforts in the creation of shareholder value.

2. **Definitions.** For purposes of the Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1 hereof and elsewhere herein.

(a) “**Award**” means any Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Share granted as a bonus or in lieu of another Award, Dividend Equivalent, Other Stock-Based Award or Performance Award, together with any other right or interest relating to Shares or other property (including cash), granted to a Participant under the Plan.

(b) “**Assumed Option**” has the meaning ascribed to it in the Merger Agreement.

(c) “**Assumed SPAC Warrant**” has the meaning ascribed to it in the Merger Agreement.

(d) “**Award Agreement**” means any written agreement, contract or other instrument or document evidencing any Award granted by the Committee hereunder.

(e) “**Beneficiary**” means the person, persons, trust or trusts that have been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the benefits specified under the Plan upon such Participant’s death or to which Awards or other rights are transferred if and to the extent permitted under Section 9(b) hereof. If, upon a Participant’s death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the Participant’s estate.

(f) “**Beneficial Owner**” and “**Beneficial Ownership**” shall have the meaning ascribed to such term in Rule 13d-3 under the Exchange Act and any successor to such Rule.

(g) “**BVI Statute**” means the BVI Business Companies Act (as amended) of the British Virgin Islands.

(h) “**Board**” means the Board of Directors of the Company.

(i) **“Cause”** shall, with respect to any Participant, have the meaning specified in the Award Agreement. In the absence of any definition in the Award Agreement, “Cause” shall have the equivalent meaning or the same meaning as “cause” or “for cause” set forth in any employment, consulting, or other agreement for the performance of services between the Participant and the Company or a Related Entity or, in the absence of any such agreement or any such definition in such agreement, such term shall mean (i) the failure by the Participant to perform, in a reasonable manner, his or her duties as assigned by the Company or a Related Entity, (ii) any violation or breach by the Participant of his or her employment, consulting or other similar agreement with the Company or a Related Entity, if any, (iii) any violation or breach by the Participant of any non-competition, non-solicitation, non-disclosure and/or other similar agreement with the Company or a Related Entity, (iv) any act by the Participant of dishonesty or bad faith with respect to the Company or a Related Entity, (v) use of alcohol, drugs or other similar substances in a manner that adversely affects the Participant’s work performance, or (vi) the commission by the Participant of any act, misdemeanor, or crime reflecting unfavorably upon the Participant or the Company or any Related Entity. The good faith determination by the Committee of whether the Participant’s Continuous Service was terminated by the Company for “Cause” shall be final and binding for all purposes hereunder.

(j) **“Change in Control”** means a Change in Control as defined in Section 8(b) of the Plan.

(k) **“Code”** means the United States Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

(l) **“Committee”** means a committee of the Board designated and empowered by the Board to administer the Plan; provided, however, that if the Board fails to designate and empower such a committee or if there are no longer any members on the committee so designated by the Board, or for any other reason determined by the Board, then the full Board shall serve as the Committee. While it is intended that the Committee (if not the full Board pursuant to the proviso of the immediately preceding sentence) shall consist of at least two directors, each of whom shall be (i) a “non-employee director” within the meaning of Rule 16b-3 (or any successor rule) under the Exchange Act, unless administration of the Plan by “non-employee directors” is not then required in order for exemptions under Rule 16b-3 to apply to transactions under the Plan, and (ii) “Independent”, the failure of the Committee to be so comprised shall not invalidate any Award that otherwise satisfies the terms of the Plan.

(m) **“Company”** means Satellogic Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands, and any successor thereto.

(n) **“Consultant”** means any consultant or advisor who provides services to the Company or any Related Entity, so long as (i) such person renders bona fide services that are not in connection with the offer and sale of the Company’s securities in a capital-raising transaction, (ii) such person does not directly or indirectly promote or maintain a market for the Company’s securities, and (iii) the identity of such person would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on either the exemption from registration provided by Rule 701 under the Securities Act of 1933 or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act of 1933.

(o) “**Continuous Service**” means the uninterrupted provision of services to the Company or any Related Entity in any capacity of Employee, Director, Consultant or other service provider. Continuous Service shall not be considered to be interrupted in the case of (i) any approved leave of absence (including, without limitation, sick leave, military leave, or any other authorized personal leave), (ii) transfers among the Company, any Related Entities, or any successor entities, in any capacity of Employee, Director, Consultant or other service provider, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director, Consultant or other service provider (except as otherwise provided in the Award Agreement).

(p) “**Director**” means a member of the Board or the board of directors of any Related Entity.

(q) “**Disability**” means a permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee.

(r) “**Dividend Equivalent**” means a right, granted to a Participant under Section 6(g) hereof, to receive cash, Shares, other Awards or other property equal in value to dividends paid with respect to a specified number of Shares, or other periodic payments.

(s) “**Effective Date**” means the effective date of the Plan, which shall be January 25, 2022.

(t) “**Eligible Person**” means each officer, Director, Employee, Consultant and other person who provides services to the Company or any Related Entity, including a PEO Employee. The foregoing notwithstanding, only Employees of the Company, or any parent corporation or subsidiary corporation of the Company (as those terms are defined in Sections 424(e) and (f) of the Code, respectively), shall be Eligible Persons for purposes of receiving any Incentive Stock Options. An Employee on leave of absence may, in the discretion of the Committee, be considered as still in the employ of the Company or a Related Entity for purposes of eligibility for participation in the Plan.

(u) “**Employee**” means any person, including an officer or Director, who is an employee of the Company or any Related Entity, or is a prospective employee of the Company or any Related Entity (conditioned upon, and effective not earlier than, such person becoming an employee of the Company or any Related Entity). The payment of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

(v) “**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.

(w) “**Fair Market Value**” means the fair market value of Shares, Awards or other property on the date as of which the value is being determined, as determined by the Committee, or under procedures established by the Committee, in a manner intended to satisfy the principles of Section 409A of the Code or Section 422 of the Code, to the extent applicable, subject to the following:

(i) If, on such date, the Shares are listed on an international, national or regional securities exchange or market system, the Fair Market Value of a Share shall be the closing price of a Share (or the mean of the closing bid and asked prices of a Share if the Share is so quoted instead) as quoted on the Nasdaq National Market, The Nasdaq Small Cap Market or such other international, national or regional securities exchange or market system constituting the primary market for the Share, as reported in The Wall Street Journal or such other source as the Company deems reliable. If the relevant date does not fall on a day on which the Share has traded on such securities exchange or market system, the date on which the Fair Market Value shall be established shall be the last day on which the Share was so traded prior to the relevant date, or such other appropriate day as shall be determined by the Board, in its discretion.

(ii) If, on such date, the Share are not listed on an international, national or regional securities exchange or market system, the Fair Market Value of a Share shall be as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse.

(x) “**Forfeiture**” or the term “**forfeiture**” and any derivations of the same, when used in this Plan in connection with Shares that have been issued to a Participant, shall include, without limitation, the plain English meaning of such term in a commercial context, the meaning given to the term forfeiture under the BVI Statute, the surrender of such Shares by the Participant for no consideration and the redemption, purchase or other acquisition (howsoever described) of such Shares by the Company for a consideration to be determined by the Company at its sole discretion (which, for the avoidance of doubt, can be no consideration), in each case, in accordance with the terms of the BVI Statute and as the context requires. For the avoidance of doubt, any Participant that enters into an Award Agreement with the Company is deemed to provide its consent to the redemption of any such Shares by the Company in accordance with the Award Agreement and/or this Plan.

(y) “**Fully Diluted Shares**” means, as of immediately following the SPAC Merger Effective Time, the aggregate of (i) the Shares issued and outstanding, (ii) any Shares issuable upon the conversion or exchange (without the payment of additional consideration) of any vested securities of the Company that are convertible into or exchangeable for Shares, and (iii) the Shares issuable on exchange of the Warrants (excluding in respect of any cashless exercise feature thereof). For the avoidance of doubt, Fully Diluted Shares shall not include any Assumed Options or Assumed SPAC Warrants.

(z) “**Incentive Stock Option**” means any Option intended to be designated as an incentive stock option within the meaning of Section 422 of the Code or any successor provision thereto.

(aa) “**Independent**”, when referring to either members of the Board or members of the Committee, shall have the same meaning as used in the rules of the Listing Market.

(bb) “**Incumbent Board**” means the Incumbent Board as defined in Section 8(b)(ii) hereof.

(cc) “**Listing Market**” means the Nasdaq Stock Market or any national, international or regional securities exchange on which any securities of the Company are listed for trading, and if not listed for trading, by the rules of the Nasdaq Stock Market.

(dd) “**Merger Agreement**” means that certain Agreement and Plan of Merger, dated as of July 5, 2021, made and entered into by and among (i) the Company, (ii) CF Acquisition Corp. V, (iii) Ganymede Merger Sub 1 Inc., (iv) Ganymede Merger Sub 2 Inc., and (v) Nettar Group Inc.

(ee) “**Option**” means a right granted to a Participant under Section 6(b) hereof, to purchase Shares or other Awards at a specified price during specified time periods.

(ff) “**Optionee**” means a person to whom an Option is granted under this Plan or any person who succeeds to the rights of such person under this Plan.

(gg) “**Other Stock-Based Awards**” means Awards granted to a Participant under Section 6(i) hereof.

(hh) “**Parent**” means any corporation (other than the Company), whether now or hereafter existing, in an unbroken chain of corporations ending with the Company, if each of the corporations in the chain (other than the Company) owns stock or shares possessing 50% or more of the combined voting power of all classes of stock or shares in one of the other corporations in the chain.

(ii) “**Participant**” means a person who has been granted an Award under the Plan which remains outstanding, including a person who is no longer an Eligible Person.

(jj) “**PEO Employee**” means an individual (i) who provides services to the Company or any Related Entity, (ii) whose formal employment or co-employment relationship with the Company or Related Entity is through a professional employer organization (or similar organization) (a “**Professional Employer Organization**”), and (iii) whose employing Professional Employer Organization is party to an agreement with the Company or a Related Entity pursuant to which the individual provides services to the Company or any Related Entity.

(kk) "**Performance Award**" means any Award granted pursuant to Section 6(h) hereof.

(ll) "**Performance Period**" means that period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are to be measured.

(mm) "**Person**" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof and shall include a "group" as defined in Section 13(d) thereof.

(nn) "**Prior Plan**" means the Nettar Group Inc. 2015 Share Plan, as amended from time to time.

(oo) "**Related Entity**" means any Parent or Subsidiary, and any business, corporation, partnership, limited partnership, limited liability company or other entity designated by the Committee in which the Company, a Parent or a Subsidiary holds a substantial ownership interest, directly or indirectly, and with respect to which the Company may offer or sell securities pursuant to the Plan in reliance upon either Rule 701 under the Securities Act of 1933 or, if the Company is required to file reports pursuant to Section 13 or 15(d) of the Exchange Act, registration on a Form S-8 Registration Statement under the Securities Act of 1933.

(pp) "**Register of Members**" means the register of members of the Company maintained in accordance with the BVI Statute.

(qq) "**Restricted Stock**" means any Share issued under the terms of an Award Agreement that provides that the Share is subject to risk of forfeiture and/or that provides that the Participant to whom the Share is issued is obligated to surrender the Share to the Company for cancellation or provide a deemed prior consent to the redemption of the Share in circumstances set out in the Award Agreement and/or that imposes other restrictions relating to the Share as the Committee, in its sole discretion, may impose (including, without limitation, a restriction on the exercise by the Participant of rights to vote such Share and/or an obligation that the Participant shall waive rights that the Participant may have to receive any dividends in respect of the Share), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Committee may deem appropriate.

(rr) "**Restricted Stock Award**" means an Award granted to a Participant under Section 6(d) hereof.

(ss) "**Restricted Stock Unit**" means a right to receive Shares, including Restricted Stock, cash measured based upon the value of Shares, or a combination thereof, at the end of a specified deferral period.

(tt) "**Restricted Stock Unit Award**" means an Award of Restricted Stock Units granted to a Participant under Section 6(e) hereof.



(uu) “**Restriction Period**” means the period of time specified by the Committee that Restricted Stock Awards shall be subject to such restrictions on transferability, risk of forfeiture, risk of redemption or risk of obligation to surrender, and other restrictions, if any, as the Committee may impose.

(vv) “**Rule 16b-3**” means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the United States Securities and Exchange Commission under Section 16 of the Exchange Act.

(ww) “**SPAC Merger Effective Time**” has the meaning ascribed to it in the Merger Agreement.

(xx) “**Shares**” means the Class A ordinary shares of the Company and such other securities as may be substituted (or resubstituted) for Shares pursuant to Section 9(c) hereof.

(yy) “**Stock Appreciation Right**” means a right granted to a Participant under Section 6(c) hereof.

(zz) “**Subsidiary**” means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors or in which the Company has the right to receive 50% or more of the distribution of profits or 50% or more of the assets on liquidation or dissolution.

(aaa) “**Substitute Awards**” means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company (i) acquired by the Company or any Related Entity, (ii) which becomes a Related Entity after the date hereof, or (iii) with which the Company or any Related Entity combines. For the avoidance of doubt, the Assumed Options shall be deemed Substitute Awards under this Plan.

(bbb) “**Warrant**” means each outstanding warrant issued or assumed by the Company which entitles the holder thereof to purchase a Share of the Company at a purchase price set forth therein, provided the Warrant was not “out of the money” as at the date of grant of the Warrant.

### 3. **Administration.**

(a) **Authority of the Committee.** The Plan shall be administered by the Committee except to the extent (and subject to the limitations imposed by Section 3(b) hereof) the Board elects to administer the Plan, in which case references herein to the “Committee” shall be deemed to include references to the Board. The Committee shall have full and final authority, subject to and consistent with the provisions of the Plan, to select Eligible Persons to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all

other matters relating to, Awards, prescribe Award Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan, construe and interpret the Plan and Award Agreements and correct defects, supply omissions or reconcile inconsistencies therein, and to make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. In exercising any discretion granted to the Committee under the Plan or pursuant to any Award, the Committee shall not be required to follow past practices, act in a manner consistent with past practices, or treat any Eligible Person or Participant in a manner consistent with the treatment of any other Eligible Persons or Participants. Decisions of the Committee shall be final, conclusive and binding on all persons or entities, including the Company, any Related Entity or any Participant or Beneficiary, or any transferee under Section 9(b) hereof or any other person claiming rights from or through any of the foregoing persons or entities.

(b) **Manner of Exercise of Committee Authority.** The Committee consisting solely of Independent Directors, and not the Board, shall exercise sole and exclusive discretion (i) on any matter relating to a Participant then subject to Section 16 of the Exchange Act with respect to the Company to the extent necessary in order that transactions by such Participant shall be exempt under Rule 16b-3 under the Exchange Act and (ii) with respect to any Award to an Independent Director (with such Independent Director who is the recipient of such Award abstaining with respect to his or her Award) (collectively, the “**Independent Awards**”). The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to members of the Board, or officers or managers of the Company or any Related Entity, or committees thereof, the authority, subject to such terms and limitations as the Committee shall determine, to perform such functions, including administrative functions as the Committee may determine to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. The Committee may appoint agents to assist it in administering the Plan.

(c) **Limitation of Liability.** The Committee and the Board, and each member thereof, shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or Employee, the Company’s independent auditors, Consultants or any other agents assisting in the administration of the Plan. Members of the Committee and the Board, and any officer or Employee acting at the direction or on behalf of the Committee or the Board, shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

#### **4. Shares Subject to Plan.**

(a) **Limitation on Overall Number of Shares Available for Issuance Under Plan.** Subject to adjustment as provided in Section 9(c) hereof, the aggregate number of Shares that may be issued under all Awards under the Plan shall be 8,475,601, which represent 10% of the Fully Diluted Shares. Any Shares issued under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares.

(b) ***Application of Limitation to Grants of Awards.*** No Award may be granted if the number of Shares to be issued in connection with such an Award exceeds the number of Shares remaining available for issue under the Plan, minus the number of Shares that would be counted against the limit upon settlement of then outstanding Awards. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or substitute awards) and make adjustments if the number of Shares actually issued differs from the number of Shares previously counted in connection with an Award.

(c) ***Availability of Shares Not Issued under Awards and Adjustments to Limits.***

(i) If any Shares subject to an Award are forfeited, redeemed or surrendered to the Company for cancellation in accordance with the terms of an Award Agreement, expire or otherwise terminate without issuance of such Shares, or any Award is settled for cash or otherwise does not result in the issuance of all or a portion of the Shares subject to such Award, the Shares to which those Awards were subject, shall, to the extent of such forfeiture, surrender, expiration, termination, non-issuance or cash settlement, again be available for issuance with respect to Awards under the Plan.

(ii) Shares issued by the Company to a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable tax withholding obligation with respect to an Award (including Shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation by way of contractual set-off as between the Company and the Participant) shall be added back to the Share pool and again be available for issuance with respect to Awards under the Plan.

(iii) Substitute Awards shall not reduce the Shares authorized for issuance under the Plan or authorized for issuance to a Participant in any period. Additionally, in the event that an entity acquired by the Company or any Related Entity or with which the Company or any Related Entity combines has shares available under a pre-existing plan approved by its shareholders and not adopted in contemplation of such acquisition or combination, the shares available for issuance pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of stock or shares of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for issuance under the Plan if and to the extent that the use of such Shares would not require approval of the Company's shareholders under the rules of the Listing Market. Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

(iv) Notwithstanding anything in this Section 4(c) to the contrary but subject to adjustment as provided in Section 9(c) hereof, the maximum aggregate number of Shares that may be issued under the Plan as a result of the exercise of the Incentive Stock Options shall be 8,475,601 Shares. In no event shall any Incentive Stock Options be granted under the Plan after the tenth anniversary of the date on which the Board adopts the Plan.

(v) Notwithstanding anything in this Section 4 to the contrary, but subject to adjustment as provided in Section 9(c) hereof, in any fiscal year of the Company during any part of which the Plan is in effect, the sum of any cash compensation, or other compensation, and the value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of Awards granted to a non-employee Director as compensation for services as a non-employee Director during any fiscal year of the Company may not exceed \$500,000 in the aggregate; *provided, however*, that such limit shall be \$800,000 in the aggregate for the first year of service of a non-employee Director. Notwithstanding the foregoing, the Compensation Committee may make exceptions to this limit for a non-executive chair of the Board or other extraordinary circumstances, provided that the non-employee Director receiving such additional compensation may not participate in the decision to award such compensation.

(d) **No Further Awards Under Prior Plan.** In light of the adoption of this Plan, no further awards shall be made under the Prior Plan after the Effective Date.

5. **Eligibility.** Awards may be granted under the Plan only to Eligible Persons.

6. **Specific Terms of Awards.**

(a) **General.** Awards may be granted on the terms and conditions set forth in this Section 6. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 9(e) hereof), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of the Participant's Continuous Service and terms permitting a Participant to make elections relating to his or her Award. Except in cases in which the Committee is authorized to require other forms of consideration under the Plan, or to the extent other forms of consideration must be paid to satisfy the requirements of applicable law, no consideration other than services may be required for the grant (as opposed to the exercise) of any Award.

(b) **Options.** The Committee is authorized to grant Options to any Eligible Person on the following terms and conditions:

(i) **Exercise Price.** Other than in connection with Substitute Awards, the exercise price per Share purchasable under an Option shall be determined by the Committee, provided that such exercise price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of the Option and shall not, in any event, be less than the par value of a Share on the date of grant of the Option. If an Employee who is subject to United States tax (each, a

“US Employee”) owns or is deemed to own (by reason of the attribution rules applicable under Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock or shares of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and an Incentive Stock Option is granted to such US Employee, the exercise price of such Incentive Stock Option (to the extent required by the Code at the time of grant) shall be no less than 110% of the Fair Market Value of a Share on the date such Incentive Stock Option is granted. Other than pursuant to Section 9(c)(i) and (ii) of this Plan, the Committee shall not be permitted to (A) lower the exercise price per Share of an Option after it is granted, (B) cancel an Option when the exercise price per Share exceeds the Fair Market Value of the underlying Shares in exchange for cash or another Award (other than in connection with Substitute Awards), (C) cancel an outstanding Option in exchange for an Option with an exercise price that is less than the exercise price of the original Options or (D) take any other action with respect to an Option that may be treated as a repricing pursuant to the applicable rules of the Listing Market, without approval of the Company’s shareholders.

(ii) **Time and Method of Exercise.** The Committee shall determine the time or times at which or the circumstances under which an Option may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the method by which notice of exercise is to be given and the form of exercise notice to be used, the time or times at which Options shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the methods by which the exercise price may be paid or deemed to be paid (including in the discretion of the Committee a cashless exercise procedure), the form of such payment, including, without limitation, cash, Shares (including, without limitation, the withholding of Shares otherwise issuable pursuant to the Award), other Awards or awards granted under other plans of the Company or a Related Entity, or other property (including notes or other contractual obligations of Participants to make payment on a deferred basis provided that such deferred payments are not in violation of Section 13(k) of the Exchange Act, or any rule or regulation adopted thereunder or any other applicable law), and the methods by or forms in which Shares will be issued or deemed to be issued to Participants.

(iii) **Form of Settlement.** The Committee may, in its sole discretion, provide that the Shares to be issued upon exercise of an Option shall be in the form of Restricted Stock or other similar securities.

(iv) **Incentive Stock Options.** The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Only US Employees may be granted Incentive Stock Options. Anything in the Plan to the contrary notwithstanding, no term of the Plan relating to Incentive Stock Options (including any Stock Appreciation Right issued in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify either the Plan or any Incentive Stock Option under Section 422 of the Code, unless the US Employee has first requested, or consents to, the change that will result in such disqualification. Thus, if and to the extent required to comply with Section 422 of the Code, Options granted as Incentive Stock Options shall be subject to the following special terms and conditions:

(A) the Option shall not be exercisable for more than ten years after the date such Incentive Stock Option is granted; provided, however, that if a US Employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and the Incentive Stock Option is granted to such US Employee, the term of the Incentive Stock Option shall be (to the extent required by the Code at the time of the grant) for no more than five (5) years from the date of grant;

(B) the aggregate Fair Market Value (determined as of the date the Incentive Stock Option is granted) of the Shares with respect to which Incentive Stock Options granted under the Plan and all other option plans of the Company (and any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) that become exercisable for the first time by the US Employee during any calendar year shall not (to the extent required by the Code at the time of the grant) exceed \$100,000; and

(C) if Shares acquired by exercise of an Incentive Stock Option are disposed of within two years following the date the Incentive Stock Option is granted or one year following the transfer of such Shares to the US Employee upon exercise, the US Employee shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Committee may reasonably require.

(c) **Stock Appreciation Rights.** The Committee may grant Stock Appreciation Rights to any Eligible Person in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option (a “**Tandem Stock Appreciation Right**”), or without regard to any Option (a “**Freestanding Stock Appreciation Right**”), in each case upon such terms and conditions as the Committee may establish in its sole discretion, not inconsistent with the provisions of the Plan, including the following:

(i) **Right to Payment.** A Stock Appreciation Right shall confer on the Participant to whom it is granted a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one Share on the date of exercise over (B) the grant price of the Stock Appreciation Right as determined by the Committee. The grant price of a Stock Appreciation Right shall not be less than 100% of the Fair Market Value of a Share on the date of grant, in the case of a Freestanding Stock Appreciation Right, or less than the associated Option exercise price, in the case of a Tandem Stock Appreciation Right. Other than pursuant to Section 9(c)(i) and (ii) of the Plan, the Committee shall not be permitted to (A) lower the grant price per Share of a Stock Appreciation Right after it is granted, (B) cancel a Stock Appreciation Right when the grant price per Share exceeds the Fair Market Value of the underlying Shares in exchange for another Award (other than in connection with Substitute Awards), (C) cancel an outstanding Stock Appreciation Right in exchange for a Stock Appreciation Right with a grant price that is less than the grant price of the original Stock Appreciation Right, or (D) take any other action with respect to a Stock Appreciation Right that may be treated as a repricing pursuant to the applicable rules of the Listing Market, without shareholder approval.

(ii) **Other Terms.** The Committee shall determine at the date of grant or thereafter, the time or times at which and the circumstances under which a Stock Appreciation Right may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the time or times at which Stock Appreciation Rights shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which Shares will be issued or deemed to be issued to Participants, whether or not a Stock Appreciation Right shall be in tandem or in combination with any other Award, and any other terms and conditions of any Stock Appreciation Right.

(iii) **Tandem Stock Appreciation Rights.** Any Tandem Stock Appreciation Right may be granted at the same time as the related Option is granted or, for Options that are not Incentive Stock Options, at any time thereafter before exercise or expiration of such Option. Any Tandem Stock Appreciation Right related to an Option may be exercised only when the related Option would be exercisable and the Fair Market Value of the Shares subject to the related Option exceeds the exercise price at which Shares can be acquired pursuant to the Option. In addition, if a Tandem Stock Appreciation Right exists with respect to less than the full number of Shares covered by a related Option, then an exercise or termination of such Option shall not reduce the number of Shares to which the Tandem Stock Appreciation Right applies until the number of Shares then exercisable under such Option equals the number of Shares to which the Tandem Stock Appreciation Right applies. Any Option related to a Tandem Stock Appreciation Right shall no longer be exercisable to the extent the Tandem Stock Appreciation Right has been exercised, and any Tandem Stock Appreciation Right shall no longer be exercisable to the extent the related Option has been exercised.

(d) **Restricted Stock Awards.** The Committee is authorized to grant Restricted Stock Awards to any Eligible Person on the following terms and conditions:

(i) **Grant and Restrictions.** Restricted Stock Awards shall be subject to such restrictions on transferability, risk of forfeiture, risk of redemption, risk of obligation to surrender Shares to the Company for cancellation and other restrictions, if any, as the Committee may impose, or as otherwise provided in this Plan during the Restriction Period. The terms of any Restricted Stock Award granted under the Plan shall be set forth in a written Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Plan. The restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of grant or thereafter. Except to the extent restricted under the terms of the Plan and any Award Agreement relating to a Restricted Stock Award, a Participant granted Restricted Stock shall have all of the rights of a shareholder, including the right to vote the Restricted Stock and the

right to receive dividends thereon (subject to any mandatory reinvestment or other requirement imposed by the Committee). During the period that the Restricted Stock Award is subject to a risk of forfeiture, risk of redemption or risk of obligation to surrender Shares to the Company for cancellation subject to Section 9(b) below and except as otherwise provided in the Award Agreement, the Restricted Stock may not be sold, transferred, mortgaged, charged, pledged, hypothecated, margined or otherwise encumbered by the Participant or Beneficiary.

(ii) **Forfeiture, Redemption and/or Surrender.** Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable Restriction Period the Participant's Restricted Stock that is at that time:

(A) subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall, subject to the requirements of the BVI Statute and the Memorandum and Articles, be forfeited and cancelled by the Company; provided that the Committee may provide, by resolution or other action or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to Restricted Stock Awards shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of Restricted Stock;

(B) subject to a risk of redemption by the Company that has not lapsed or otherwise been satisfied shall, subject to the requirements of the BVI Statute and the Memorandum and Articles, be redeemed for a consideration to be determined by the Company at its sole discretion (which, for the avoidance of doubt, can be no consideration) and cancelled and the entry into the Award Agreement by the Participant shall be deemed to be consent of the Participant under the terms of this Plan, such that no further consent or action of the Participant shall be required in order for the Company to effect such redemption of Restricted Stock; provided that the Committee may provide, by resolution or other action or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to Restricted Stock Awards shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of Restricted Stock; and/or

(C) subject to a risk of being required under the terms of the Award Agreement to be surrendered by the Participant to the Company for cancellation for no consideration in accordance with the BVI Statute and the Memorandum and Articles, shall be surrendered by the Participant which, for the avoidance of doubt, may involve the Participant acting by any attorney or agent of the Participant which attorney or agent may be the Company or any other person specified for that purpose in the applicable Award Agreement); provided that the Committee may provide, by resolution or other action or in any Award Agreement, or may determine in any individual case, that surrender of Restricted Stock conditions relating to Restricted Stock Awards shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the requirement for the Participant to surrender Restricted Stock to the Company for cancellation.



(iii) **Certificates for Stock.** Subject to the requirements under the BVI Statute governing the maintenance of the Register of Members (where relevant), Restricted Stock issued under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are issued to the Participant, the Committee may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that the Company retain physical possession of the certificates, that the Participant deliver an executed but undated instrument of transfer to the Company in respect of the Restricted Stock specifying the Company as transferee and/or that the Participant deliver an executed but undated instrument of surrender in respect of the Restricted Stock (on the basis that the Company or such attorney or agent as is specified in the Award Agreement is authorized to date and deliver such instrument or instruments in the circumstances specified therein or in this Plan).

(iv) **Dividends and Splits.** As a condition to the grant of a Restricted Stock Award, the Committee shall require that the Participant agrees that in respect of any cash dividends declared in respect of a Share of Restricted Stock the Company shall not be obliged to pay such cash dividends unless and until the Share of Restricted Stock is no longer subject to restrictions and a risk of forfeiture and/or the risk of being the subject of a requirement under the Award Agreement that the Participant surrender the Share of Restricted Stock to the Company for cancellation in each case in a manner that does not violate the requirements of Section 409A of the Code or other applicable law and the Committee shall require that the Participant irrevocably waive all of the Participant's right as a holder of a Share to receive any such cash dividends to that extent. In relation to a cash dividend in respect of a Share of Restricted Stock, the Committee may in its discretion determine whether or not interest should accrue on the amount of the cash dividend where it is unpaid pursuant to the foregoing requirement. In addition, the Committee shall require that Shares issued as bonus shares or in connection with a dividend of shares or a division of Shares and other property distributed as a dividend, shall be subject to restrictions on transfer and a risk of forfeiture and/or a risk of being the subject of an obligation to surrender shares and any other lawful restrictions to the same extent as the Restricted Stock with respect to which such Shares or other property have been issued or distributed.

(e) **Restricted Stock Unit Award.** The Committee is authorized to grant Restricted Stock Unit Awards to any Eligible Person on the following terms and conditions:

(i) **Award and Restrictions.** Satisfaction of a Restricted Stock Unit Award shall occur upon expiration of the deferral period specified for such Restricted Stock Unit Award by the Committee (or, if permitted by the Committee, as elected by the Participant in a manner that does not violate the requirements of Section 409A of the Code). In addition, a Restricted Stock Unit Award shall be subject to such restrictions (which may include a risk of forfeiture or a requirement for surrender by the Participant to the Company) as the Committee may impose, if any, which restrictions may lapse at the expiration of the deferral period or at earlier specified times (including based on achievement of performance goals and/or future service requirements), separately or in combination, in installments or otherwise, as the Committee may determine. A Restricted Stock Unit Award may be satisfied by the issue of

Shares, the payment of cash equal to the Fair Market Value of the specified number of Shares covered by the Restricted Stock Units, or a combination thereof, as determined by the Committee at the date of grant or thereafter. Prior to satisfaction of a Restricted Stock Unit Award, a Restricted Stock Unit Award carries no voting or dividend or other rights associated with Share ownership. Prior to satisfaction of a Restricted Stock Unit Award, except as otherwise provided in an Award Agreement and as permitted under Section 409A of the Code, a Restricted Stock Unit Award may not be sold, transferred, mortgaged, charged, pledged, hypothecated, margined or otherwise encumbered by the Participant or any Beneficiary.

(ii) **Forfeiture.** Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable deferral period or portion thereof to which forfeiture conditions apply (as provided in the Award Agreement evidencing the Restricted Stock Unit Award), the Participant's Restricted Stock Unit Award that is at that time subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall be forfeited; provided that the Committee may provide, by resolution or other action or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to a Restricted Stock Unit Award shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of any Restricted Stock Unit Award.

(iii) **Dividend Equivalents.** As a condition to the grant of a Restricted Stock Unit, the Committee shall require that any cash dividends paid on a Share attributable to such Restricted Stock Unit be delayed (with or without interest at such rate, if any, as the Committee shall determine) and remain subject to restrictions on transfer and a risk of forfeiture to the same extent as the Restricted Stock Unit with respect to which such cash dividend is payable, in a manner that does not violate the requirements of Section 409A of the Code or other applicable law. In addition, the Committee shall require that Shares issued as bonus shares or issued in connection with a division of Shares or a share dividend, and other property distributed as a dividend, shall be subject to restrictions on transfer and a risk of forfeiture to the same extent as the Restricted Stock Unit with respect to which such Shares or other property have been distributed.

(f) **Bonus Stock and Awards in Lieu of Obligations.** Subject to the requirements of the Memorandum and Articles and the BVI Statute including the requirement that a Share (other than a Share issued as a bonus share) cannot be issued as a fully paid Share for less than its par value, the Committee is authorized to issue Shares to any Eligible Persons as a bonus, or to issue Shares or grant other Awards in lieu of obligations to pay cash or deliver other property under the Plan or under other plans or compensatory arrangements, provided that, in the case of Eligible Persons subject to Section 16 of the Exchange Act, the amount of such issuances or grants remains within the discretion of the Committee to the extent necessary to ensure that acquisitions of Shares or other Awards are exempt from liability under Section 16(b) of the Exchange Act. Shares or Awards issued or granted hereunder shall be subject to such other terms as shall be determined by the Committee.

(g) **Dividend Equivalents.** Subject to the requirements of applicable law, the Committee is authorized to grant Dividend Equivalents to any Eligible Person entitling the Eligible Person to receive cash, Shares, other Awards, or other property equal in value to the dividends paid with respect to a specified number of Shares, or other periodic payments. Dividend Equivalents may be awarded on a free-standing basis or in connection with another Award. Subject to the requirements of applicable law, the Committee may provide that Dividend Equivalents shall be paid or distributed when accrued or at some later date, or whether such Dividend Equivalents shall be deemed to have been reinvested in additional Shares, Awards, or other investment vehicles, and subject to such lawful restrictions on transferability and risks of forfeiture, as the Committee may specify; provided, that in no event shall such Dividend Equivalents be paid out to Participants prior to vesting of the corresponding Shares underlying the Award. Any such determination by the Committee shall be made at the grant date of the applicable Award. Notwithstanding the foregoing, Dividend Equivalents credited in connection with an Award that vests based on the achievement of performance goals shall be subject to restrictions on transfer and risk of forfeiture to the same extent as the Award with respect to which such Dividend Equivalents have been credited.

(h) **Performance Awards.** The Committee is authorized to grant Performance Awards to any Eligible Person payable in cash, Shares, or other Awards, on terms and conditions established by the Committee. The performance criteria to be achieved during any Performance Period and the length of the Performance Period shall be determined by the Committee upon the grant of each Performance Award and may include (but need not include), without limitation, the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on shareholders' or stockholders' equity; total shareholder or stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human resources management; supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance criteria also may be based

solely by reference to the Company's performance or the performance of a Related Entity, division, business segment or business unit of the Company or a Related Entity or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies. Except as may be provided in an Award Agreement, Performance Awards will be distributed only after the end of the relevant Performance Period. The performance criteria to be achieved for each Performance Period, and the amount of the Performance Award to be settled on behalf of a Participant, shall be conclusively determined by the Committee. Performance Awards may be paid in a lump sum or in installments following the close of the Performance Period or, in accordance with procedures established by the Committee, on a deferred basis in a manner that does not violate the requirements of Section 409A of the Code.

(i) **Other Stock-Based Awards.** The Committee is authorized, subject to limitations under applicable law, to grant to any Eligible Person such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares, as deemed by the Committee to be consistent with the purposes of the Plan. Other Stock-Based Awards may be granted to Participants either alone or in addition to other Awards granted under the Plan, and such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan. Except as otherwise provided in the last sentence of Section 6(h) hereof, the Committee shall determine the terms and conditions of such Awards. Shares issued pursuant to an Award in the nature of a purchase right granted under this Section 6(i) shall be purchased for such consideration (including without limitation loans from the Company or a Related Entity provided that such loans are not in violation of Section 13(k) of the Exchange Act or any rule or regulation adopted thereunder or any other applicable law) paid for at such times, by such methods, and in such forms, including, without limitation, cash, Shares, other Awards or other property, as the Committee shall determine.

#### **7. Certain Provisions Applicable to Awards.**

(a) **Stand-Alone, Additional, Tandem, and Substitute Awards.** Awards granted under the Plan may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution or exchange for, any other Award or any award granted under another plan of the Company, any Related Entity, or any business entity to be acquired by the Company or a Related Entity, or any other right of a Participant to receive payment from the Company or any Related Entity. Such additional, tandem, and substitute or exchange Awards may be granted at any time. If an Award is granted in substitution or exchange for another Award or award, the Committee shall require the surrender of such other Award or award in consideration for the grant of the new Award. In addition, Awards may be granted in lieu of cash compensation, including in lieu of cash amounts payable under other plans of the Company or any Related Entity, in which the value of Shares subject to the Award is equivalent in value to the cash compensation (for example, Restricted Stock or Restricted Stock Units), or in which the exercise price, grant price or purchase price of the Award in the nature of a right that may be exercised is equal to the Fair Market Value of the underlying Shares minus the value of the cash compensation surrendered (for example, Options or Stock Appreciation Right granted with an exercise price or grant price "discounted" by the amount of the cash compensation surrendered), provided that any such determination to grant an Award in lieu of cash compensation must be made in a manner intended to be exempt from or comply with Section 409A of the Code.

(b) **Term of Awards.** The term of each Award shall be for such period as may be determined by the Committee; provided that in no event shall the term of any Option or Stock Appreciation Right exceed a period of ten years (or in the case of an Incentive Stock Option such shorter term as may be required under Section 422 of the Code); provided, however, that in the event that on the last day of the term of an Option or a Stock Appreciation Right, other than an Incentive Stock Option, (i) the exercise of the Option or Stock Appreciation Right is prohibited by applicable law, or (ii) Shares may not be purchased, or sold by certain employees or directors of the Company due to the “black-out period” of a Company policy or a “lock-up” agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right may be extended by the Committee for a period of up to thirty (30) days following the end of the legal prohibition, black-out period or lock-up agreement, provided that such extension of the term of the Option or Stock Appreciation Right would not cause the Option or Stock Appreciation Right to violate the requirements of Section 409A of the Code.

(c) **Form and Timing of Payment Under Awards; Deferrals.** Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or a Related Entity upon the exercise of an Option or other Award or settlement of an Award may be made in such forms as the Committee shall determine, including, without limitation, cash, Shares, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis, provided that any determination to pay in installments or on a deferred basis shall be made by the Committee at the date of grant. Any installment or deferral provided for in the preceding sentence shall, however, subject to the terms of the Plan, be subject to the Company’s compliance with the provisions of the Sarbanes-Oxley Act of 2002, as amended, the rules and regulations adopted by the Securities and Exchange Commission thereunder, all applicable rules of the Listing Market and any other applicable law, and in a manner intended to be exempt from or otherwise satisfy the requirements of Section 409A of the Code. Subject to Section 7(e) of this Plan, the settlement of any Award may be accelerated, and cash paid in lieu of Shares in connection with such settlement, in the sole discretion of the Committee or upon occurrence of one or more specified events (in addition to a Change in Control). Any such settlement shall be at a value determined by the Committee in its sole discretion, which, without limitation, may in the case of an Option or Stock Appreciation Right be limited to the amount if any by which the Fair Market Value of a Share on the settlement date exceeds the exercise or grant price. Installment or deferred payments may be required by the Committee (subject to Section 7(e) of this Plan, including the consent provisions thereof in the case of any deferral of an outstanding Award not provided for in the original Award Agreement) or permitted at the election of the Participant on terms and conditions established by the Committee. The acceleration of the settlement of any Award, and the payment of any Award in installments or on a deferred basis, all shall be done in a manner that is intended to be exempt from or otherwise satisfy the requirements of Section 409A of the Code. The Committee may, without limitation, make provision for the payment or crediting of a reasonable interest rate on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Shares.

(d) **Exemptions from Section 16(b) Liability.** It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt from Section 16 of the Exchange Act pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award Agreement does not comply with the requirements of Rule 16b-3 then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b) of the Exchange Act.

(e) **Code Section 409A.**

(i) The Award Agreement for any Award that the Committee reasonably determines to constitute a “nonqualified deferred compensation plan” under Section 409A of the Code (a “**Section 409A Plan**”), and the provisions of the Section 409A Plan applicable to that Award, shall be construed in a manner consistent with the applicable requirements of Section 409A of the Code, and the Committee, in its sole discretion and without the consent of any Participant, may amend any Award Agreement (and the provisions of the Plan applicable thereto) if and to the extent that the Committee determines that such amendment is necessary or appropriate to comply with the requirements of Section 409A of the Code.

(ii) If any Award constitutes a Section 409A Plan, then the Award shall be subject to the following additional requirements, if and to the extent required to comply with Section 409A of the Code:

(A) Payments under the Section 409A Plan may be made only upon (u) the Participant’s “separation from service”, (v) the date the Participant becomes “disabled”, (w) the Participant’s death, (x) a “specified time (or pursuant to a fixed schedule)” specified in the Award Agreement at the date of the deferral of such compensation, (y) a “change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets” of the Company, or (z) the occurrence of an “unforeseeable emergency”;

(B) The time or schedule for any payment of the deferred compensation may not be accelerated, except to the extent provided in applicable Treasury Regulations or other applicable guidance issued by the United States Internal Revenue Service;

(C) Any elections with respect to the deferral of such compensation or the time and form of distribution of such deferred compensation shall comply with the requirements of Section 409A(a)(4) of the Code; and

(D) In the case of any Participant who is “specified employee”, a distribution on account of a “separation from service” may not be made before the date which is six months after the date of the Participant’s “separation from service” (or, if earlier, the date of the Participant’s death).

For purposes of the foregoing, the terms in quotations shall have the same meanings as those terms have for purposes of Section 409A of the Code, and the limitations set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Section 409A of the Code that are applicable to the Award.

(iii) Notwithstanding the foregoing, or any provision of this Plan or any Award Agreement, the Company does not make any representation to any Participant or Beneficiary that any Awards made pursuant to this Plan are exempt from, or satisfy, the requirements of, Section 409A of the Code, and the Company shall have no liability or other obligation to indemnify or hold harmless the Participant or any Beneficiary for any tax, additional tax, interest or penalties that the Participant or any Beneficiary may incur in the event that any provision of this Plan, or any Award Agreement, or any amendment or modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A of the Code.

#### **8. Change in Control.**

(a) **Effect of “Change in Control.”** If and only to the extent provided in any employment or other agreement between the Participant and the Company or any Related Entity, or in any Award Agreement, or to the extent otherwise determined by the Committee in its sole discretion and without any requirement that each Participant be treated consistently, and except as otherwise provided in Section 8(a)(iv) hereof, upon the occurrence of a “**Change in Control,**” as defined in Section 8(b):

(i) Any Option or Stock Appreciation Right that was not previously vested and exercisable as of the time of the Change in Control, shall become immediately vested and exercisable, subject to applicable restrictions set forth in Section 9(a) hereof.

(ii) Any restrictions, deferral of settlement, and forfeiture conditions, redemption conditions and/or surrender conditions applicable to a Restricted Stock Award, Restricted Stock Unit Award or an Other Stock-Based Award subject only to future service requirements granted under the Plan shall lapse and such Awards shall be deemed fully vested as of the time of the Change in Control, except to the extent of any waiver by the Participant and subject to applicable restrictions set forth in Section 9(a) hereof.

(iii) With respect to any outstanding Award subject to achievement of performance goals and conditions under the Plan, the Committee may, in its discretion, consider such Awards to have been earned and payable based on achievement of performance goals or based upon target performance (either in full or pro-rata based on the portion of the Performance Period completed as of the Change in Control), except to the extent of any waiver by the Participant and subject to applicable restrictions set forth in Section 9(a).

(iv) Except as otherwise provided in any employment or other agreement for services between the Participant and the Company or any Subsidiary, and unless the Committee otherwise determines in a specific instance, each outstanding Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award or Other Stock-Based Award shall not be accelerated as described in Sections 8(a)(i), (ii) and (iii), if either (A) the Company is the surviving entity in the Change in Control and the Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award or Other Stock-Based Award continues to be outstanding after the Change in Control on substantially the same terms and conditions as were applicable immediately prior to the Change in Control or (B) the successor company or its parent company assumes or substitutes for the applicable Award, as determined in accordance with Section 9(c)(ii) of this Plan.

(b) **Definition of “Change in Control”**. Unless otherwise specified in any employment or other agreement for services between the Participant and the Company or any Related Entity, or in an Award Agreement, a “**Change in Control**” shall mean the occurrence of any of the following:

(i) The acquisition by any Person of Beneficial Ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “**Outstanding Company Voting Securities**”) (the foregoing Beneficial Ownership hereinafter being referred to as a “**Controlling Interest**”); provided, however, that for purposes of this Section 8(b), the following acquisitions shall not constitute or result in a Change in Control: (v) any acquisition directly from the Company; (w) any acquisition by the Company; (x) any acquisition by any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest; (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Related Entity; or (z) any acquisition by any entity pursuant to a transaction which complies with clauses (1), (2) and (3) of subsection (iii) below; or

(ii) During any period of two (2) consecutive years (not including any period prior to the Effective Date) individuals who constitute the Board on the Effective Date (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or



(iii) Consummation of (A) a reorganization, merger, statutory share exchange or consolidation or similar transaction involving (x) the Company or (y) any one or more Subsidiaries whose combined revenues for the prior fiscal year represented more than 50% of the consolidated revenues of the Company and its Subsidiaries for the prior fiscal year (the “**Major Subsidiaries**”), or (B) a sale or other disposition of all or substantially all of the assets of the Company or the Major Subsidiaries, or the acquisition of assets or equity of another entity by the Company or any of its Subsidiaries (each of the events referred to in clauses (A) and (B) sometimes hereinafter being referred to a “**Business Combination**”), unless, following such Business Combination, (1) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of members of the board of directors (or comparable governing body of an entity that does not have such a board), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) (the “**Continuing Entity**”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Voting Securities (excluding any outstanding voting securities of the Continuing Entity that such Beneficial Owners hold immediately following the consummation of the Business Combination as a result of their ownership, prior to such consummation, of voting securities of any company or other entity involved in or forming part of such Business Combination other than the Company), (2) no Person (excluding any employee benefit plan (or related trust) of the Company or any Continuing Entity or any entity controlled by the Continuing Entity or any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest) beneficially owns, directly or indirectly, fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Continuing Entity except to the extent that such ownership existed prior to the Business Combination and (3) at least a majority of the members of the Board of Directors or other governing body of the Continuing Entity were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) Approval by the shareholders of the Company of a liquidation of the Company.

#### 9. **General Provisions.**

(a) **Compliance With Legal and Other Requirements.** The Company may, to the extent deemed necessary or advisable by the Committee, postpone the issuance of Shares or payment of other benefits under any Award until completion of such registration or qualification of such Shares or other required action under any United States federal or state law, rule or regulation, listing or other required action with respect to the Listing Market, or compliance with any other obligation of the Company, as the Committee, may consider appropriate, and may require any Participant to make such representations, furnish such information and comply with or be subject to such other conditions as it may consider appropriate in connection with the issuance of Shares or payment of other benefits in compliance with applicable laws, rules, and regulations, listing requirements, or other obligations.

(b) **Limits on Transferability; Beneficiaries.** No Award or other right or interest granted under the Plan shall be pledged, hypothecated or otherwise encumbered or subject to any lien, obligation or liability of such Participant to any party, or assigned or transferred by such Participant otherwise than by will or the laws of descent and distribution or to a Beneficiary upon the death of a Participant, and such Awards or rights that may be exercisable shall be exercised during the lifetime of the Participant only by the Participant or his or her guardian or legal representative, except that Awards and other rights (other than Incentive Stock Options and Stock Appreciation Rights in tandem therewith) may be transferred to one or more Beneficiaries or other transferees during the lifetime of the Participant, and may be exercised by such transferees in accordance with the terms of such Award, but only if and to the extent such transfers are permitted by the Committee pursuant to the express terms of an Award Agreement (subject to any terms and conditions which the Committee may impose thereon), are by gift or pursuant to a domestic relations order, and are to a "Permitted Assignee" that is a permissible transferee under the applicable rules of the Securities and Exchange Commission for registration of securities on a Form S-8 registration statement. For this purpose, a Permitted Assignee shall mean (i) the Participant's spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) a trust for the benefit of one or more of the Participant or the persons referred to in clause (i), (iii) a partnership, limited liability company or corporation in which the Participant or the persons referred to in clauses (i) and (ii) are the only partners, members or shareholders, or (iv) a foundation in which any person or entity designated in clauses (i), (ii) or (iii) above control the management of assets. A Beneficiary, transferee, or other person claiming any rights under the Plan from or through any Participant shall be subject to all terms and conditions of the Plan and any Award Agreement applicable to such Participant, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee.

(c) **Adjustments.**

(i) **Adjustments to Awards.** In the event that any extraordinary dividend or other distribution (whether in the form of cash, Shares, or other property), recapitalization, forward or reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects the Shares and/or such other securities of the Company or any other issuer, then the Committee shall, in such manner as it may deem appropriate and equitable, substitute, exchange or adjust any or all of (A) the number and kind of Shares which may be issued in connection with Awards granted thereafter, (B) the number and kind of Shares by which annual per-person Award limitations are measured under Section 4 hereof, (C) the number and kind of Shares subject to or issuable in respect of outstanding Awards, (D) the exercise price, grant price or purchase price relating to any Award and/or make provision for payment of cash or other property in respect of any outstanding Award, and (E) any other aspect of any Award that the Committee determines to be appropriate in order to prevent the reduction or enlargement of benefits under any Award.

(ii) **Adjustments in Case of Certain Transactions.** In the event of any merger, consolidation or other reorganization in which the Company does not survive, or in the event of any Change in Control (and subject to the provisions of Section 8 of this Plan relating to the vesting of Awards in the event of any Change in Control), any outstanding Awards may be dealt with in accordance with any of the following approaches, without the requirement of obtaining any consent or agreement of a Participant as such, as determined by the agreement effectuating the transaction or, if and to the extent not so determined, as determined by the Committee: (A) the continuation of the outstanding Awards by the Company, if the Company is a surviving entity, (B) the assumption or substitution for, as those terms are defined below, the outstanding Awards by the surviving entity or its parent or subsidiary, (C) full exercisability or vesting and accelerated expiration of the outstanding Awards, or (D) settlement of the value of the outstanding Awards in cash or cash equivalents or other property followed by cancellation of such Awards (which value, in the case of Options or Stock Appreciation Rights, shall be measured by the amount, if any, by which the Fair Market Value of a Share exceeds the exercise or grant price of the Option or Stock Appreciation Right as of the effective date of the transaction). For the purposes of this Plan, an Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Performance Award or Other Stock-Based Award shall be considered assumed or substituted for if following the applicable transaction the Award confers the right to purchase or receive, for each Share subject to the Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Performance Award or Other Stock-Based Award immediately prior to the applicable transaction, on substantially the same vesting and other terms and conditions as were applicable to the Award immediately prior to the applicable transaction, the consideration (whether stock, shares, cash or other securities or property) received in the applicable transaction by holders of Shares for each Share held on the effective date of such transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the applicable transaction is not solely stock or shares of the successor company or its parent or subsidiary, the Committee may, with the consent of the successor company or its parent or subsidiary, provide that the consideration to be received upon the exercise or vesting of an Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Performance Award or Other Stock-Based Award, for each Share subject thereto, will be solely stock or shares of the successor company or its parent or subsidiary substantially equal in fair market value to the per share consideration received by holders of Shares in the applicable transaction. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding. The Committee shall give written notice of any proposed transaction referred to in this Section 9(c)(ii) a reasonable period of time prior to the closing date for such transaction (which notice may be given either before or after the approval of such transaction), in order that Participants may have a reasonable period of time prior to the closing date of such transaction within which to exercise any Awards that are then exercisable (including any Awards that may become exercisable upon the closing date of such transaction). A Participant may condition his or her exercise of any Awards upon the consummation of the transaction.

(iii) **Other Adjustments.** The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards (including Awards subject to satisfaction of performance goals, or performance goals and conditions relating thereto) in recognition of unusual or nonrecurring events (including, without limitation, acquisitions and dispositions of businesses and assets) affecting the Company, any Related Entity or any business unit, or the financial statements of the Company or any Related Entity, or in response to changes in applicable laws, regulations, accounting principles, tax rates and regulations or business conditions or in view of the Committee's assessment of the business strategy of the Company, any Related Entity or business unit thereof, performance of comparable organizations, economic and business conditions, personal performance of a Participant, and any other circumstances deemed relevant.

(d) **Award Agreements.** Each Award Agreement shall either be (a) in writing in a form approved by the Committee and executed by the Company by an officer duly authorized to act on its behalf, or (b) an electronic notice in a form approved by the Committee and recorded by the Company (or its designee) in an electronic recordkeeping system used for the purpose of tracking one or more types of Awards as the Committee may provide; in each case and if required by the Committee, the Award Agreement shall be executed or otherwise electronically accepted by the recipient of the Award in such form and manner as the Committee may require. The Committee may authorize any officer of the Company to execute any or all Award Agreements on behalf of the Company. The Award Agreement shall set forth the material terms and conditions of the Award as established by the Committee consistent with the provisions of the Plan.

(e) **Taxes.** The Company and any Related Entity are authorized to withhold from any Award granted, any payment relating to an Award under the Plan, including from an issuance of Shares, or any payroll or other payment to a Participant, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company or any Related Entity and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Shares or other property and to make cash payments in respect thereof in satisfaction of a Participant's tax obligations, either on a mandatory or elective basis in the discretion of the Committee. The amount of withholding tax paid with respect to an Award by not issuing Shares that would otherwise be issuable pursuant to the Award or by issuing or transferring Shares already owned shall not exceed the maximum statutory withholding required with respect to that Award (or such other limit as the Committee shall impose, including without limitation, any limit imposed to avoid or limit any financial accounting expense relating to the Award).

(f) **Changes to the Plan and Awards.** The Board may amend, alter, suspend, discontinue or terminate the Plan, or the Committee's authority to grant Awards under the Plan, without the consent of shareholders or Participants, except that any amendment or alteration to the Plan shall be subject to the approval of the Company's shareholders not later than the annual meeting next following such Board action if such shareholder approval is required by any federal law in the United States or state law in the United States or United States regulation (including, without limitation, Rule 16b-3) or the rules of the Listing Market, and the Board may otherwise, in its discretion, determine to submit other such changes to the Plan to shareholders for approval; provided that, except as otherwise permitted by the Plan or Award Agreement, without the consent of an affected Participant, no such Board action may materially and adversely affect the rights of such Participant under the terms of any previously granted and outstanding Award. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted and any Award Agreement relating thereto, except as otherwise provided in the Plan; provided that, except as otherwise permitted by the Plan or Award Agreement, without the consent of an affected Participant, no such Committee or the Board action may materially and adversely affect the rights of such Participant under terms of such Award.

(g) **Clawback of Benefits.**

(i) The Company may (A) cause the cancellation of any Award, (B) require reimbursement of any Award by a Participant or Beneficiary, and (C) effect any other right of recoupment of equity or other compensation provided under this Plan or otherwise in accordance with any Company policies that currently exist or that may from time to time be adopted or modified in the future by the Company and/or applicable law (each, a "**Clawback Policy**"). In addition, a Participant may be required to repay to the Company certain previously paid compensation, whether provided under this Plan or an Award Agreement or otherwise, in accordance with any Clawback Policy. By accepting an Award, a Participant is also agreeing to be bound by any existing or future Clawback Policy adopted by the Company, or any amendments that may from time to time be made to the Clawback Policy in the future by the Company in its discretion (including without limitation any Clawback Policy adopted or amended to comply with applicable laws or stock exchange requirements) and is further agreeing that all of the Participant's Award Agreements may be unilaterally amended by the Company, without the Participant's consent, to the extent that the Company in its discretion determines to be necessary or appropriate to comply with any Clawback Policy.

(ii) If the Participant, without the consent of the Company, while employed by or providing services to the Company or any Related Entity or after termination of such employment or service, violates a non-competition, non-solicitation or non-disclosure covenant or agreement or otherwise engages in activity that is in conflict with or adverse to the interest of the Company or any Related Entity, as determined by the Committee in its sole discretion, then (i) any outstanding, vested or unvested, earned or unearned portion of the Award may, at the Committee's discretion, be canceled and (ii) the Committee, in its discretion, may require the Participant or other person to whom any payment has been made or Shares or other property have been transferred in connection with the Award to forfeit and pay over to the Company, on demand, all or any portion of the gain (whether or not taxable) realized upon the exercise of any Option or Stock Appreciation Right and the value realized (whether or not taxable) on the vesting or payment of any other Award during the time period specified in the Award Agreement or otherwise specified by the Committee

(h) **Limitation on Rights Conferred Under Plan.** Neither the Plan nor any action taken hereunder or under any Award shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or a Related Entity; (ii) interfering in any way with the right of the Company or a Related Entity to terminate any Eligible Person's or Participant's Continuous Service at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and Employees, or (iv) conferring on a Participant any of the rights of a shareholder of the Company or any Related Entity including, without limitation, any right to receive dividends or distributions, any right to vote or act by written consent, any right to attend meetings of shareholders or any right to receive any information concerning the Company's or any Related Entity's business, financial condition, results of operation or prospects, unless and until such time as the Participant is duly recorded as the holder of Shares in the Register of Members or as the holder of shares in the register of members (or comparable register) of any Related Entity in accordance with the terms of an Award. None of the Company, its officers or its directors shall have any fiduciary obligation to the Participant with respect to any Awards unless and until the Participant is duly recorded as the holder of Shares in the Register of Members in accordance with the terms of an Award. Neither the Company, nor any Related Entity, nor any of their respective officers, directors, representatives or agents is granting any rights under the Plan to the Participant whatsoever, oral or written, express or implied, other than those rights expressly set forth in this Plan or the Award Agreement.

(i) **Unfunded Status of Awards; Creation of Trusts.** The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant or obligation to issue Shares pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give any such Participant any rights that are greater than those of a general creditor of the Company or Related Entity that issues the Award; provided that the Committee may authorize the creation of trusts and deposit therein cash, cause Shares to be the subject of such trusts, deposit in such trusts other Awards or other property, or make other arrangements to meet the obligations of the Company or Related Entity under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify and in accordance with applicable law.

(j) **Nonexclusivity of the Plan.** Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable.

(k) **Payments in the Event of Forfeitures; Fractional Shares.** Unless otherwise determined by the Committee and subject to the requirements of the BVI Statute and the Memorandum and Articles, in the event of a forfeiture of an Award with respect to which a Participant paid cash or other consideration, the Participant shall be repaid the amount of such cash or other consideration. Unless otherwise determined by the Committee and subject to the requirements of the BVI Statute and the Memorandum and Articles, in the event that a Participant is required to surrender Shares to the Company for cancellation for no consideration in accordance with the terms of an Award Agreement, where the Participant paid cash or other consideration for such Shares the Participant shall not, be repaid the amount of such cash or other consideration.

(l) **Governing Law.** Except as otherwise provided in any Award Agreement, this Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the British Virgin Islands, except with respect to matters that are subject to tax laws, regulations and rules of any specific jurisdiction, which shall be governed by the respective laws, regulations and rules of such jurisdiction. Certain definitions, which refer to laws other than the laws of such jurisdiction, shall be construed in accordance with such other laws.

(m) **Sub-Plans.** The Committee shall have the authority to adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of foreign countries in which the Company or its Related Entities may operate to assure the viability of the benefits from Awards granted to Participants performing services in such countries and to meet the objectives of the Plan.

(n) **Plan Effective Date and Shareholder Approval; Termination of Plan.** The Plan shall become effective on the Effective Date, subject to subsequent approval, within 12 months of its adoption by the Board, by shareholders of the Company eligible to vote in the election of directors, by a vote sufficient to meet the requirements of Code Section 422, Rule 16b-3 under the Exchange Act (if applicable), applicable requirements under the rules of any stock exchange or automated quotation system on which the Shares may be listed or quoted, and other laws, regulations, and obligations of the Company applicable to the Plan. Awards may be granted subject to shareholder approval but may not be exercised or otherwise settled in the event the shareholder approval is not obtained. The Plan shall terminate at the earliest of (a) such time as no Shares remain available for issuance under the Plan, (b) termination of this Plan by the Board, or (c) the tenth anniversary of the Effective Date. Awards outstanding upon expiration of the Plan shall remain in effect until they have been exercised or terminated or have expired.

(n) **Construction and Interpretation.** Whenever used herein, nouns in the singular shall include the plural, and the masculine pronoun shall include the feminine gender. Headings of Articles and Sections hereof are inserted for convenience and reference and constitute no part of the Plan.

(o) **Severability.** If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

## WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this “**Agreement**”), dated as of February 10, 2022, is by and between Satellogic Inc., a British Virgin Islands company limited by shares (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”, also referred to herein, in its capacity as the Company’s transfer agent, as the “**Transfer Agent**”).

WHEREAS, on July 5, 2021, the Company, CF Acquisition Corp. V, a Delaware corporation (“**CF V**”), Nettar Group Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands (“**Target**”), Ganymede Merger Sub 1 Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a direct wholly owned subsidiary of the Company (“**Target Merger Sub**”), and certain other parties thereto entered into an Agreement and Plan of Merger (as amended and restated, supplemented or otherwise modified from time to time, the “**Merger Agreement**” and, the transactions contemplated by the Merger Agreement, the “**Business Combination**”) pursuant to which, among other things, Target Merger Sub will merge with and into Target, the separate existence of Target Merger Sub will cease and Target will be the surviving corporation and a direct wholly owned subsidiary of the Company;

WHEREAS, upon the consummation of the Business Combination (the “**Transaction Closing**”), all stockholders of CF V and shareholders of Target, other than Emiliano Kargieman, the Company’s CEO, will receive Class A ordinary shares of the Company, par value \$0.0001 per share (the “**Company Class A Ordinary Shares**”);

WHEREAS, in connection with the Business Combination, on January 18, 2022, the Company entered into that certain Subscription Agreement with CF V and Liberty Strategic Capital (SATL) Holdings, LLC, a Cayman Islands limited liability company (“**Liberty**”) (the “**Subscription Agreement**” and the transactions contemplated by the Subscription Agreement, the “**Liberty Offering**”), pursuant to which Liberty agreed to subscribe for and purchase an aggregate of (i) 20,000,000 Company Class A Ordinary Shares, (ii) 5,000,000 warrants to purchase Company Class A Ordinary Shares at an exercise price of \$10.00 per Company Class A Ordinary Share (the “**\$10.00 Warrants**”) and (iii) 15,000,000 warrants to purchase Company Class A Ordinary Shares at an exercise price of \$15.00 per Company Class A Ordinary Share (the “**\$15.00 Warrants**” and, together with the \$10.00 Warrants, the “**Warrants**”);

WHEREAS, pursuant to the Subscription Agreement, Liberty has agreed to subject the Warrants they purchased pursuant to the Subscription Agreement to a lock-up (the “**Lock-Up**”) commencing on the closing of the Liberty Offering (the “**Closing**”) and expiring on the first anniversary thereof (the “**Lock-Up Period**”);

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants;



WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1 Form of Warrant. Each Warrant shall be issued in registered form only, and, if a physical certificate is issued, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of, the Chairman of the Board, President, Chief Executive Officer, Chief Financial Officer, Secretary or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance. Each Warrant shall bear the restrictive legend set forth in Exhibit B.

2.2 Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a Warrant certificate shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 Warrant Register. The Warrant Agent shall maintain books (the "**Warrant Register**") for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. All of the Warrants shall initially be represented by one or more book-entry certificates (each, a "**Book-Entry Warrant Certificate**"). Upon registration of the Warrants and the Company Class A Ordinary Shares issuable upon exercise of the Warrants with the U.S. Securities and Exchange Commission (the "**Commission**") pursuant to the terms of the Subscription Agreement between the Company and the holder of the Warrants, the Warrant Agent shall use commercially reasonable efforts to deposit the Warrants with The Depository Trust Company (the "**Depository**") and registered in the name

of Cede & Co., a nominee of the Depositary. Following such deposit, ownership of beneficial interests in the Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) the Depositary or its nominee for each Book-Entry Warrant Certificate, or (ii) institutions that have accounts with the Depositary (each such institution, with respect to a Warrant in its account, a “**Participant**”).

If the Depositary subsequently ceases to make its book-entry settlement system available for the Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Warrants are not eligible for, or it is no longer necessary to have the Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to the Depositary to deliver to the Warrant Agent for cancellation each Book-Entry Warrant Certificate, and the Company shall instruct the Warrant Agent to deliver to the Depositary definitive certificates in physical form evidencing such Warrants (“**Definitive Warrant Certificate**”). Such Definitive Warrant Certificate shall be in the form annexed hereto as Exhibit A, with appropriate insertions, modifications and omissions, as provided above.

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (each such person, a “**Registered Holder**”) as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on a Definitive Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4 No Fractional Warrants. The Company shall not issue fractional Warrants. If a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round down to the nearest whole number the number of Warrants to be issued to such holder.

### 3. Terms and Exercise of Warrants.

#### 3.1 Warrant Price.

Each \$10.00 Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Company Class A Ordinary Shares stated therein, at the price of \$10.00 per Company Class A Ordinary Share, subject to the adjustments provided in Section 4 hereof and in the last sentence of Section 3.1 (the “**\$10.00 Warrant Price**”). Each \$15.00 Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Company Class A Ordinary Shares stated therein, at the price of \$15.00 per Company Class A Ordinary Share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1 (the “**\$15.00 Warrant Price**” and, together with the \$10.00 Warrant Price, as the context requires, the “**Warrant Price**”). The term “**Warrant Price**” as used in this Agreement shall mean the applicable price per Company Class A Ordinary Share at which Company Class A Ordinary Shares may be purchased at the time a Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days, provided, that the Company shall provide

at least twenty (20) days prior written notice of such reduction to Registered Holders of the Warrants and, provided further that if any reduction is also being made to the warrant price of (i) the 200,000 warrants issued to CFAC Holdings V, LLC, a Delaware limited liability company (the “**Private Placement Warrants**”), (ii) the warrants issued to public investors in an initial public offering of units of the Company’s equity securities (the “**Public Warrants**”) and/or (iii) any other warrants issued or to be issued in connection with the Business Combination or in the period of ten (10) Business Days following the Transaction Closing excluding those Company warrants issued to Columbia River Investment Limited or its affiliates (the “**Other Warrants**”), any such reduction shall be proportionally the same as the reduction to the Warrant Price, as applicable.

**3.2 Duration of Warrants.** A Warrant may be exercised only during the period (the “**Exercise Period**”) commencing on the date of Closing and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the Closing, (y) the liquidation of the Company, or (z) the Redemption Date (as defined below) as provided in Section 6.2 hereof (the “**Expiration Date**”); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below with respect to an effective registration statement. Except with respect to the right to receive the Redemption Price (as defined below) in the event of a redemption (as set forth in Section 6 hereof), each outstanding Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided, that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among each of (i) the Warrants, (ii) the Private Placement Warrants (iii) the Public Warrants and (iv) the Other Warrants.

### **3.3 Exercise of Warrants.**

**3.3.1 Payment.** Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Book-Entry Warrant Certificate, the Warrants to be exercised (the “**Book-Entry Warrants**”) on the records of the Depository to an account of the Warrant Agent at the Depository designated for such purposes in writing by the Warrant Agent to the Depository from time to time, (ii) an election to purchase (“**Election to Purchase**”) Company Class A Ordinary Shares pursuant to the exercise of a Warrant, properly completed and executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant Certificate, properly delivered by the Participant in accordance with the Depository’s procedures, and (iii) payment in full of the applicable Warrant Price for each full Company Class A Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the Company Class A Ordinary Shares and the issuance of such Company Class A Ordinary Shares, as follows:

(a) by certified check payable to the order of the Warrant Agent or by wire transfer;

(b) in the event of a redemption pursuant to Section 6 hereof in which the Company's board of directors (the "**Board**") has elected to require all holders of the Warrants to exercise such Warrants on a "cashless basis," by surrendering the Warrants for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the "Fair Market Value", as defined in this subsection 3.3.1(b) by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(b) and Section 6.3, the "**Fair Market Value**" shall mean the average last reported sale price of the Company Class A Ordinary Shares for the ten (10) trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of the Warrants, pursuant to Section 6 hereof;

(c) by surrendering the Warrants for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the "Fair Market Value," as defined in this subsection 3.3.1(c), by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(c), the "**Fair Market Value**" shall mean the average last reported sale price of the Company Class A Ordinary Shares for the ten (10) trading days ending on the third trading day prior to the date on which notice of exercise of the Warrant is sent to the Warrant Agent; or

(d) as provided in Section 7.4 hereof.

3.3.2 Issuance of Company Class A Ordinary Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the applicable Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full Company Class A Ordinary Shares to which he, she or it is entitled, registered in the register of members of the Company in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new book-entry position reflecting the issue in the register of the members of the Company or the applicable number of Company Class A Ordinary Shares or countersigned Warrant, as applicable, for the number of Company Class A Ordinary Shares as to which such Warrant shall not have been exercised. If fewer than all the Warrants evidenced by a Book-Entry Warrant Certificate are exercised, a notation shall be made to the records maintained by the Depository, its nominee for each Book-Entry Warrant Certificate, or a Participant, as appropriate, evidencing the balance of the Warrants remaining after such exercise. Notwithstanding the foregoing, the Company shall not be obligated to issue any Company Class A Ordinary Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise, other than pursuant to Section 3.3.1(c) or Section 7.4, unless a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**") with respect to the Company Class A Ordinary Shares underlying the Warrants is then effective and a prospectus relating thereto is current, subject to the Company's satisfying its obligations

under Section 7.4. No Warrant shall be exercisable and the Company shall not be obligated to issue Company Class A Ordinary Shares upon exercise of a Warrant unless the Company Class A Ordinary Shares issuable upon such Warrant exercise have been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant and such Warrant may have no value and expire worthless. In no event will the Company be required to net cash settle the Warrant exercise. The Company may require holders of Warrants to settle the Warrant on a “cashless basis” pursuant to Section 7.4. If, by reason of any exercise of Warrants on a “cashless basis”, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a Class A Ordinary Share, the Company shall round down to the nearest whole number, the number of Company Class A Ordinary Shares to be issued to such holder.

3.3.3 Valid Issuance. All Company Class A Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

3.3.4 Date of Issuance. Each person in whose name any book-entry position or certificate, as applicable, for Company Class A Ordinary Shares is issued shall, subject to the requirements of applicable law and the Memorandum and Articles of Association of the Company, for all purposes be deemed to have become the holder of record of such Company Class A Ordinary Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the applicable Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such Company Class A Ordinary Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; provided, however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder’s Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person’s affiliates), to the Warrant Agent’s actual knowledge, would beneficially own in excess of 4.9% or 9.8% (as specified by the holder, or such other amount as specified by the holder) (the “**Maximum Percentage**”) of the Company Class A Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Company Class A Ordinary Shares beneficially owned by such person and its affiliates shall include the number of Company Class A Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Company Class A Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company

beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). For purposes of the Warrant, in determining the number of outstanding Company Class A Ordinary Shares, the holder may rely on the number of outstanding Company Class A Ordinary Shares as reflected in (1) the Company’s most recent annual report on Form 20-F, or a Form 6-K or other public filing with the Commission as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Company Class A Ordinary Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Company Class A Ordinary Shares then outstanding. In any case, the number of outstanding Company Class A Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding Company Class A Ordinary Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

#### 4. Adjustments.

##### 4.1 Stock Dividends.

**4.1.1 Split-Ups.** If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding Company Class A Ordinary Shares is increased by a stock dividend (and for all purposes a stock dividend as referred to herein shall include an issue of bonus shares) payable in Company Class A Ordinary Shares, or by a split-up of Company Class A Ordinary Shares or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding Company Class A Ordinary Shares. A rights offering to holders of Company Class A Ordinary Shares entitling holders to purchase Company Class A Ordinary Shares at a price less than the “Fair Market Value” (as defined below) shall be deemed a stock dividend of a number of Company Class A Ordinary Shares equal to the product of (i) the number of Company Class A Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Company Class A Ordinary Shares) and (ii) one (1) minus the quotient of (x) the price per Company Class A Ordinary Share paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Company Class A Ordinary Shares, in determining the price payable for Company Class A Ordinary Shares, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) “**Fair Market Value**” means the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the Company Class A Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

**4.1.2 Extraordinary Dividends.** If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of Company Class A Ordinary Shares on account of such Company Class A Ordinary Shares (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above or (b) Ordinary Cash Dividends (as defined below) (any such non-excluded event being referred to herein as an "**Extraordinary Dividend**"), then the applicable Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each Company Class A Ordinary Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "**Ordinary Cash Dividends**" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Company Class A Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the applicable Warrant Price or to the number of Company Class A Ordinary Shares issuable on exercise of each Warrant) does not exceed \$0.50.

**4.2 Aggregation of Shares.** If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding Company Class A Ordinary Shares is decreased by a consolidation, combination, reverse stock split or reclassification of Company Class A Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding Company Class A Ordinary Shares.

**4.3 Adjustments in Exercise Price.** Whenever the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the applicable Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Company Class A Ordinary Shares so purchasable immediately thereafter.

**4.4 Replacement of Securities upon Reorganization, etc.** In case of any reclassification or reorganization of the outstanding Company Class A Ordinary Shares (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such Company Class A Ordinary Shares), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company as another entity (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Company Class A Ordinary

Shares), or in the case of any sale or conveyance to another entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Company Class A Ordinary Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the “**Alternative Issuance**”); provided, however, that in connection with the closing of any such consolidation, merger, sale or conveyance, the successor or purchasing entity shall execute an amendment hereto with the Warrant Agent providing for delivery of such Alternative Issuance; provided, further, that (i) if the holders of Company Class A Ordinary Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per Company Class A Ordinary Share by the holders of Company Class A Ordinary Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of Company Class A Ordinary Shares under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding Company Class A Ordinary Shares, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a shareholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all Company Class A Ordinary Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of Company Class A Ordinary Shares in the applicable event is payable in the form of ordinary shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Report on Form 6-K filed with the Commission, the applicable Warrant Price shall be reduced by an amount (in dollars) (but in no event less than zero) equal to the difference of (i) the applicable Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below). The “**Black-Scholes Warrant Value**” means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets



("Bloomberg"). For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each Company Class A Ordinary Shares shall be the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. "**Per Share Consideration**" means (i) if the consideration paid to holders of Company Class A Ordinary Shares consists exclusively of cash, the amount of such cash per Class A Ordinary Share, and (ii) in all other cases, the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in Company Class A Ordinary Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the applicable Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5 Notices of Changes in Warrant. Upon every adjustment of the applicable Warrant Price or the number of Company Class A Ordinary Shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of Company Class A Ordinary Shares purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4.4, the Company shall give written notice of the occurrence of such event to each Registered Holder, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional Company Class A Ordinary Shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to such holder.

4.7 Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same applicable Warrant Price and the same number of Company Class A Ordinary Shares as is stated in the Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.8 Other Events. In case any event shall occur affecting the Company as to which none of the provisions of preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

## 5 Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, in the case of certificated Warrants, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that except as otherwise provided herein or in any Book-Entry Warrant Certificate or Definitive Warrant Certificate, each Book-Entry Warrant Certificate and Definitive Warrant Certificate may be transferred only in whole and only to the Depository, to another nominee of the Depository, to a successor depository, or to a nominee of a successor depository; provided further, however, that during the Lock-Up Period (or in the event that a Warrant surrendered for transfer thereafter bears a restrictive legend), the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

**5.6 Transfer of Warrants.** The Warrants may not be Transferred (as defined below) prior to the expiration of the Lock-Up Period; provided, however, that the Warrants may be Transferred by Liberty or its Permitted Transferee (as defined in the Subscription Agreement (each, for purposes of this Agreement a “**Permitted Warrant Transferee**”) during the Lock-Up Period:

- (a) to an affiliate of Liberty; or
- (b) to any fund or account managed by the same investment manager as Liberty,

provided that any Permitted Warrant Transferee must be an “accredited investor” (within the meaning of Rule 501 of Regulation D under the Securities Act (an “**Accredited Investor**”) or a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act) (a “**QIB**”), provided further that any such Permitted Warrant Transferee must enter into a written agreement with the Company agreeing to be bound by the Lock-Up.

For purposes hereof, the term “**Transfer**” means (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any relevant securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any relevant securities, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) of this definition.

## 6 Redemption.

**6.1 Redemption.** Subject to Section 6.4, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.2 below, at the price of \$0.01 per Warrant (the “**Redemption Price**”), provided that the last sales price of Company Class A Ordinary Shares reported has been at least \$18.00 per Company Class A Ordinary Share (subject to adjustment in compliance with Section 4 hereof), on each of twenty (20) trading days within the thirty (30) trading-day period ending on the third trading day prior to the date on which notice of the redemption is given and provided that there is an effective registration statement covering the Company Class A Ordinary Shares issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the 30-day Redemption Period (as defined in Section 6.2 below) or the Company has elected to require the exercise of the Warrants on a “cashless basis” pursuant to subsection 3.3.1; provided, however, that if and when the Warrants become redeemable by the Company, the Company may not exercise such redemption right if the issuance of Company Class A Ordinary Shares upon exercise of the Warrants is not exempt from registration or qualification under applicable state blue sky laws or the Company is unable to effect such registration or qualification.

6.2 Date Fixed for, and Notice of, Redemption. In the event that the Company elects to redeem all of the Warrants, the Company shall fix a date for the redemption (the “**Redemption Date**”). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (the “**30-day Redemption Period**”) to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

6.3 Exercise After Notice of Redemption. The Warrants may be exercised, for cash (or on a “cashless basis” in accordance with subsection 3.3.1(b) of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.2 hereof and prior to the Redemption Date. In the event that the Company determines to require all holders of Warrants to exercise their Warrants on a “cashless basis” pursuant to subsection 3.3.1, the notice of redemption shall contain the information necessary to calculate the number of Company Class A Ordinary Shares to be received upon exercise of the Warrants, including the “Fair Market Value” (as such term is defined in subsection 3.3.1(b) hereof) in such case. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

6.4 Exclusion of Warrants. The Company agrees that the redemption rights provided in this Section 6 shall not apply to the Warrants if at the time of the redemption such Warrants continue to be held by Liberty or any Permitted Warrant Transferees, as applicable. However, once such Warrants are transferred (other than to Permitted Warrant Transferees), the Company may redeem the Warrants, provided that the criteria for redemption are met, including the opportunity of the holder of such Warrants to exercise the Warrants prior to redemption pursuant to Section 6.3.

## 7 Other Provisions Relating to Rights of Holders of Warrants.

7.1 No Rights as Shareholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of a shareholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as shareholders in respect of the meetings of shareholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of Company Class A Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Company Class A Ordinary Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Registration of Company Class A Ordinary Shares; Cashless Exercise at Company's Option.

7.4.1 Registration of Company Class A Ordinary Shares. Section 10 (Registration Rights) of the Subscription Agreement as it applies to the Subscriber Shares (as defined in the Subscription Agreement) will apply, *mutatis mutandis*, to the Warrants, as if it had been fully set forth herein. If the Registration Statement (as defined in the Subscription Agreement) has not been declared effective by the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will “review” the registration statement) following the Transaction Closing and (ii) the second (2nd) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the registration statement will not be “reviewed” or will not be subject to further review, holders of the Warrants shall have the right, during the period beginning on the 61st calendar day (or 91st calendar day if the Commission notifies the Company that it will “review” the registration statement) after the Transaction Closing or third (3rd) Business Day and ending upon such Registration Statement being declared effective by the Commission, and during any other period when the Company shall fail to have maintained an effective registration statement covering the Company Class A Ordinary Shares issuable upon exercise of the Warrants, to exercise such Warrants on a “cashless basis,” by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) or another exemption) for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the “Fair Market Value” (as defined below) by (y) the Fair Market Value. Solely for purposes of this subsection 7.4.1, “**Fair Market Value**” shall mean the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of cashless exercise is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. In connection with the “cashless exercise” of a Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the Warrants on a cashless basis in accordance with this subsection 7.4.1 is not required to be registered under the Securities Act and (ii) the Company Class A Ordinary Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act (or any successor rule)) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 7.4.2, for the avoidance of any doubt, unless and until all of the Warrants have been exercised or have expired, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 7.4.1.

7.4.2 Cashless Exercise at Company's Option. If the Company Class A Ordinary Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor rule), the Company may, at its option, (i) require holders of Warrants who exercise Warrants to exercise such Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) as described in subsection 7.4.1 and (ii) in the event the Company so elects, the Company shall not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the Company Class A Ordinary Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary. If the Company does not elect at the time of exercise to require a holder of Warrants who exercises Warrants to exercise such Warrants on a "cashless basis," it agrees to use its commercially reasonable best efforts to register or qualify for sale the Company Class A Ordinary Shares issuable upon exercise of the Warrant under the blue sky laws of the state of residence of the exercising Warrant holder to the extent an exemption is not available.

## 8 Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Company Class A Ordinary Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such Company Class A Ordinary Shares.

### 8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent, then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the Borough of Manhattan, City and State of New York, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for Company Class A Ordinary Shares not later than the effective date of any such appointment.

8.2.3 Merger or Consolidation of Warrant Agent. Any corporation into which the Warrant Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3 Fees and Expenses of Warrant Agent.

8.3.1 Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all reasonable and documented third party expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

8.3.2 Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4 Liability of Warrant Agent.

8.4.1 Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer, Chief Financial Officer, President, Executive Vice President, Vice President, Secretary or Chairman of the Board of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except for any amounts arising out of, in connection with or resulting from the Warrant Agent's fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement.

**8.4.3 Exclusions.** The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Company Class A Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Company Class A Ordinary Shares shall, when issued, be valid and fully paid and non-assessable.

**8.5 Acceptance of Agency.** The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of Company Class A Ordinary Shares through the exercise of the Warrants.

## 9 Miscellaneous Provisions.

**9.1 Successors.** All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

**9.2 Notices.** Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Satellogic Inc.  
c/o Nettare Group Inc.  
Email: ceo@satellogic.com, gc@satellogic.com  
Attention: Emiliano Kargieman, Rebeca Brandys  
  
with a copy (which shall not constitute notice) to:  
Friedman Kaplan Seiler & Adelman LLP  
7 Times Square  
New York, NY 10036-6516  
Email: areindel@fklaw.com  
Attention: Asaf Reindel

and



Greenberg Traurig LLP  
333 SE 2nd Avenue  
Suite 4400  
Miami, FL 33131  
Email: annexa@gtlaw.com

Attention: Alan I. Annex

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company

1 State Street, 30th Floor

New York, NY 10004

Attention: Compliance Department

9.3 Applicable Law and Exclusive Forum. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each party hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for any such action, proceeding or claim. Each party hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 9.3. If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York (a “*foreign action*”) in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an “*enforcement action*”), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder’s counsel in the foreign action as agent for such warrant holder.

9.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

9.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

9.6 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.7 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

9.8 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.9 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder (i) for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders, and (ii) to provide for the delivery of Alternative Issuance pursuant to Section 4.4. All other modifications or amendments, including any amendment to increase the applicable Warrant Price or shorten the Exercise Period of a Warrant, shall require the vote or written consent

of the Registered Holders of a majority of the then outstanding Warrants. Notwithstanding the foregoing, the Company may lower the applicable Warrant Price or extend the duration of the Exercise Period of a Warrant pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders. All modifications or amendments to the Private Placement Warrants, the Public Warrants and/or the Other Warrants shall be offered to the Registered Holders of the then outstanding Warrants, for their acceptance or refusal based on the vote or written consent of the Registered Holders of a majority of the then outstanding Warrants.

9.10 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SATELLOGIC INC.

By: /s/ Emiliano Kargimean

Name: Emiliano Kargimean

Title: Chief Executive Officer

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: /s/ Douglas Reed

Name: Douglas Reed

Title: Vice President

*[Signature Page to Warrant Agreement – Satellogic Inc.]*

**EXHIBIT A**

[Form of Warrant Certificate]

[FACE]

Number

**Warrants**

**THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO  
THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR  
IN THE WARRANT AGREEMENT DESCRIBED BELOW**

**SATELLOGIC INC.**

*Incorporated Under the Laws of the State of Delaware*

CUSIP [ ]

**Warrant Certificate**

***This Warrant Certificate certifies that*** , or registered assigns, is the registered holder of warrant(s) evidenced hereby (the “**Warrants**” and each, a “**Warrant**”) to purchase Class A ordinary shares, \$0.0001 par value per share (“**Company Class A Ordinary Shares**”), of Satellogic Inc., a company limited by shares incorporated under the laws of the British Virgin Islands (the “**Company**”). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable Company Class A Ordinary Shares as set forth below, at the exercise price (the “**Exercise Price**”) as determined pursuant to the Warrant Agreement, payable in lawful money (or through “**cashless exercise**” as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Company Class A Ordinary Share. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a Company Class A Ordinary Share, the Company will, upon exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to the Warrant holder. The number of Company Class A Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

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The initial Exercise Price per Company Class A Ordinary Share for any Warrant is equal to \$[10.00]/[15.00] per Company Class A Ordinary Share. The Exercise Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

SATELLOGIC INC.

By: \_\_\_\_\_  
Name:  
Title:

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: \_\_\_\_\_  
Name:  
Title:

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive Company Class A Ordinary Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of [\_\_\_], 2022 (the “**Warrant Agreement**”), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words “**holders**” or “**holder**” meaning the Registered Holders or Registered Holder) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through “cashless exercise” as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the Company Class A Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Company Class A Ordinary Shares is current, except through “cashless exercise” as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Company Class A Ordinary Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a Class A Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number of Company Class A Ordinary Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.



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Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a shareholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive Company Class A Ordinary Shares and herewith tenders payment for such Company Class A Ordinary Shares to the order of Satellogic Inc. (the “**Company**”) in the amount of \$[ ] in accordance with the terms hereof. The undersigned requests that a certificate for such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ], and that such Company Class A Ordinary Shares be delivered to [ ] whose address is [ ]. If said number of Company Class A Ordinary Shares is less than all of the Company Class A Ordinary Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.3 of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.3 of the Warrant Agreement. In the event that the Warrant is to be exercised on a “cashless” basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a “cashless” basis pursuant to Section 7.4 of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Company Class A Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Company Class A Ordinary Shares. If said number of Company Class A Ordinary Shares is less than all of the Company Class A Ordinary Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

*[Signature Page Follows]*

Date: , 20

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Tax Identification Number)

Signature Guaranteed: \_\_\_\_\_

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE)).

**EXHIBIT B**

**LEGEND**

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A SUBSCRIPTION AGREEMENT DATED AS OF JANUARY 18, 2022, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE “ISSUER”), AND THE HOLDERS OF THE ISSUERS SECURITIES AND CERTAIN OTHER PARTIES NAMED THEREIN. A COPY OF SUCH SUBSCRIPTION AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

SECURITIES EVIDENCED BY THIS CERTIFICATE AND CLASS A ORDINARY SHARES OF THE COMPANY ISSUED UPON EXERCISE OF SUCH SECURITIES SHALL BE ENTITLED TO REGISTRATION RIGHTS UNDER A REGISTRATION RIGHTS AGREEMENT TO BE EXECUTED BY THE COMPANY.”

## WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this “**Agreement**”), dated as of February 10, 2022, is by and between Satellogic Inc., a British Virgin Islands company limited by shares (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”, also referred to herein, in its capacity as the Company’s transfer agent, as the “**Transfer Agent**”).

WHEREAS, on July 5, 2021, the Company, CF Acquisition Corp. V, a Delaware corporation (“**CF V**”), Nettare Group Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands (“**Target**”), Ganymede Merger Sub 1 Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a direct wholly owned subsidiary of the Company (“**Target Merger Sub**”), and certain other parties thereto entered into an Agreement and Plan of Merger (as amended and restated, supplemented or otherwise modified from time to time, the “**Merger Agreement**” and, the transactions contemplated by the Merger Agreement, the “**Business Combination**”) pursuant to which, among other things, Target Merger Sub will merge with and into Target, the separate existence of Target Merger Sub will cease and Target will be the surviving corporation and a direct wholly owned subsidiary of the Company;

WHEREAS, upon the consummation of the Business Combination (the “**Transaction Closing**”), all stockholders of CF V and shareholders of Target, other than Emiliano Kargieman, the Company’s CEO, will receive Class A ordinary shares of the Company, par value \$0.0001 per share (the “**Company Class A Ordinary Shares**”);

WHEREAS, in connection with the Business Combination, on January 18, 2022, the Company entered into that certain Subscription Agreement with CF V and Liberty Strategic Capital (SATL) Holdings, LLC, a Cayman Islands limited liability company (“**Liberty**”) (the “**Subscription Agreement**” and the transactions contemplated by the Subscription Agreement, the “**Liberty Offering**”), pursuant to which Liberty agreed to subscribe for and purchase an aggregate of (i) 20,000,000 Company Class A Ordinary Shares, (ii) 5,000,000 warrants to purchase Company Class A Ordinary Shares at an exercise price of \$10.00 per Company Class A Ordinary Share and (iii) 15,000,000 warrants to purchase Company Class A Ordinary Shares at an exercise price of \$15.00 per Company Class A Ordinary Share;

WHEREAS, in connection with the Business Combination, on January 18, 2022, the Company entered into that certain Letter Agreement with CF V and Liberty (the “**Letter Agreement**”), pursuant to which the Company agreed to issue Liberty 77 Capital L.P., a Delaware limited partnership (the “**Liberty Manager**”), 2,500,000 warrants to purchase Company Class A Ordinary Shares at an exercise price of \$10.00 per Company Class A Ordinary Share (the “**Warrants**”) as an advisory fee in connection with the performance of advisory services by the Liberty Manager and the Subscriber Directors (as defined in the Subscription Agreement);

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1 Form of Warrant. Each Warrant shall be issued in registered form only, and, if a physical certificate is issued, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of, the Chairman of the Board, President, Chief Executive Officer, Chief Financial Officer, Secretary or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance. Each Warrant shall bear the restrictive legend set forth in Exhibit B.

2.2 Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a Warrant certificate shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 Warrant Register. The Warrant Agent shall maintain books (the "**Warrant Register**") for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. All of the Warrants shall initially be represented by one or more book-entry certificates (each, a "**Book-Entry Warrant Certificate**"). Upon registration of the Warrants and the Company Class A Ordinary Shares issuable upon exercise of the Warrants with the U.S. Securities and Exchange Commission (the "**Commission**") pursuant to the terms of the Subscription Agreement between the Company and the holder of the Warrants, the Warrant Agent shall use commercially

reasonable efforts to deposit the Warrants with The Depository Trust Company (the “**Depository**”) and registered in the name of Cede & Co., a nominee of the Depository. Following such deposit, ownership of beneficial interests in the Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) the Depository or its nominee for each Book-Entry Warrant Certificate, or (ii) institutions that have accounts with the Depository (each such institution, with respect to a Warrant in its account, a “**Participant**”).

If the Depository subsequently ceases to make its book-entry settlement system available for the Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Warrants are not eligible for, or it is no longer necessary to have the Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to the Depository to deliver to the Warrant Agent for cancellation each Book-Entry Warrant Certificate, and the Company shall instruct the Warrant Agent to deliver to the Depository definitive certificates in physical form evidencing such Warrants (“**Definitive Warrant Certificate**”). Such Definitive Warrant Certificate shall be in the form annexed hereto as Exhibit A, with appropriate insertions, modifications and omissions, as provided above.

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (each such person, a “**Registered Holder**”) as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on a Definitive Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4 No Fractional Warrants. The Company shall not issue fractional Warrants. If a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round down to the nearest whole number the number of Warrants to be issued to such holder.

### 3. Terms and Exercise of Warrants.

#### 3.1 Warrant Price.

Each Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Company Class A Ordinary Shares stated therein, at the price of \$10.00 per Company Class A Ordinary Share, subject to the adjustments provided in Section 4 hereof and in the last sentence of Section 3.1 (the “**Warrant Price**”). The term “**Warrant Price**” as used in this Agreement shall mean the applicable price per Company Class A Ordinary Share at which Company Class A Ordinary Shares may be purchased at the time a Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days so long as the Warrant Price exceeds the last reported sale price of the Company Class A Ordinary Shares on the trading day immediately prior to the date on which the Company elects to lower the Warrant Price (in which case, the Warrant Price may not be lowered to a price lower than such last reported sale price (the

“**Warrant Price Floor**”)); provided, that the Company shall provide at least twenty (20) days prior written notice of such reduction to Registered Holders of the Warrants; and provided further, that if any reduction is also being made to the warrant price of (i) the 333,333 warrants issued to CFAC Holdings V, LLC, a Delaware limited liability company (the “**Private Placement Warrants**”), (ii) the 8,333,333 warrants issued to public investors in an initial public offering of units of the Company’s equity securities (the “**Public Warrants**”), (iii) the 20,000,000 warrants issued to the Liberty Manager pursuant to the Subscription Agreement (the “**Liberty Subscription Warrants**”) and/or (iv) any other warrants issued or to be issued in connection with the Business Combination or in the period of ten (10) Business Days following the Transaction Closing excluding those Company warrants issued to Columbia River Investment Limited or its affiliates (the “**Other Warrants**”), any such reduction shall be proportionally the same as the reduction to the Warrant Price, as applicable (for the avoidance of doubt, the Warrant Price shall not be reduced to a price lower than the Warrant Price Floor, notwithstanding the fact that a reduction in the warrant price of the Private Placement Warrants, Public Warrants, Subscription Warrants and/or Other Warrants would be proportionally greater than the corresponding reduction to the Warrant Price).

**3.2 Duration of Warrants.** A Warrant may be exercised only during the period (the “**Exercise Period**”) commencing on the date that is one (1) year after the Closing and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the Closing, (y) the liquidation of the Company, or (z) the Redemption Date (as defined below) as provided in Section 6.2 hereof (the “**Expiration Date**”); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below with respect to an effective registration statement. Except with respect to the right to receive the Redemption Price (as defined below) in the event of a redemption (as set forth in Section 6 hereof), each outstanding Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. Notwithstanding anything to the contrary in this Agreement or any other warrant agreement to which the Company is a party (the “**Other Warrant Agreements**”), this Section 3.2 shall not be construed in conjunction with any Other Warrant Agreement so as to limit the Company’s ability to extend the expiration date of any Private Placement Warrants, Public Warrants, Liberty Subscription Warrants and/or Other Warrants.

### **3.3 Exercise of Warrants.**

**3.3.1 Payment.** Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Book-Entry Warrant Certificate, the Warrants to be exercised (the “**Book-Entry Warrants**”) on the records of the Depository to an account of the Warrant Agent at the Depository designated for such purposes in writing by the Warrant Agent to the Depository from time to time, (ii) an election to purchase (“**Election to Purchase**”) Company Class A Ordinary Shares pursuant to the exercise of a Warrant, properly completed and executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant Certificate, properly delivered by the Participant in accordance with the Depository’s procedures, and (iii) payment in full of the applicable Warrant Price for each full Company Class A Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the Company Class A Ordinary Shares and the issuance of such Company Class A Ordinary Shares, as follows:



(a) by certified check payable to the order of the Warrant Agent or by wire transfer;

(b) in the event of a redemption pursuant to Section 6 hereof in which the Company's board of directors (the "**Board**") has elected to require all holders of the Warrants to exercise such Warrants on a "cashless basis," by surrendering the Warrants for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the "Fair Market Value", as defined in this subsection 3.3.1(b) by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(b) and Section 6.3, the "**Fair Market Value**" shall mean the average last reported sale price of the Company Class A Ordinary Shares for the ten (10) trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of the Warrants, pursuant to Section 6 hereof;

(c) by surrendering the Warrants for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the "Fair Market Value," as defined in this subsection 3.3.1(c), by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(c), the "**Fair Market Value**" shall mean the average last reported sale price of the Company Class A Ordinary Shares for the ten (10) trading days ending on the third trading day prior to the date on which notice of exercise of the Warrant is sent to the Warrant Agent; or

(d) as provided in Section 7.4 hereof.

3.3.2 Issuance of Company Class A Ordinary Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the applicable Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full Company Class A Ordinary Shares to which he, she or it is entitled, registered in the register of members of the Company in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new book-entry position reflecting the issue in the register of the members of the Company or the applicable number of Company Class A Ordinary Shares or countersigned Warrant, as applicable, for the number of Company Class A Ordinary Shares as to which such Warrant shall not have been exercised. If fewer than all the Warrants evidenced by a Book-Entry Warrant Certificate are exercised, a notation shall be made to the records maintained by the Depositary,

its nominee for each Book-Entry Warrant Certificate, or a Participant, as appropriate, evidencing the balance of the Warrants remaining after such exercise. Notwithstanding the foregoing, the Company shall not be obligated to issue any Company Class A Ordinary Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise, other than pursuant to [Section 3.3.1\(c\)](#) or [Section 7.4](#), unless a registration statement under the Securities Act of 1933, as amended (the “*Securities Act*”) with respect to the Company Class A Ordinary Shares underlying the Warrants is then effective and a prospectus relating thereto is current, subject to the Company’s satisfying its obligations under [Section 7.4](#). No Warrant shall be exercisable and the Company shall not be obligated to issue Company Class A Ordinary Shares upon exercise of a Warrant unless the Company Class A Ordinary Shares issuable upon such Warrant exercise have been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant and such Warrant may have no value and expire worthless. In no event will the Company be required to net cash settle the Warrant exercise. The Company may require holders of Warrants to settle the Warrant on a “cashless basis” pursuant to [Section 7.4](#). If, by reason of any exercise of Warrants on a “cashless basis”, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a Class A Ordinary Share, the Company shall round down to the nearest whole number, the number of Company Class A Ordinary Shares to be issued to such holder.

[3.3.3 Valid Issuance](#). All Company Class A Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

[3.3.4 Date of Issuance](#). Each person in whose name any book-entry position or certificate, as applicable, for Company Class A Ordinary Shares is issued shall, subject to the requirements of applicable law and the Memorandum and Articles of Association of the Company, for all purposes be deemed to have become the holder of record of such Company Class A Ordinary Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the applicable Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such Company Class A Ordinary Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

[3.3.5 Maximum Percentage](#). A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this [subsection 3.3.5](#); provided, however, no holder of a Warrant shall be subject to this [subsection 3.3.5](#) unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder’s Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person’s affiliates), to the Warrant Agent’s actual knowledge, would beneficially own in excess of 4.9% or 9.8% (as specified by the holder, or such other amount as specified by the

holder) (the “**Maximum Percentage**”) of the Company Class A Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Company Class A Ordinary Shares beneficially owned by such person and its affiliates shall include the number of Company Class A Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Company Class A Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). For purposes of the Warrant, in determining the number of outstanding Company Class A Ordinary Shares, the holder may rely on the number of outstanding Company Class A Ordinary Shares as reflected in (1) the Company’s most recent annual report on Form 20-F, or a Form 6-K or other public filing with the Commission as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Company Class A Ordinary Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Company Class A Ordinary Shares then outstanding. In any case, the number of outstanding Company Class A Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding Company Class A Ordinary Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

#### 4. Adjustments.

##### 4.1 Stock Dividends.

4.1.1 Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding Company Class A Ordinary Shares is increased by a stock dividend (and for all purposes a stock dividend as referred to herein shall include an issue of bonus shares) payable in Company Class A Ordinary Shares, or by a split-up of Company Class A Ordinary Shares or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding Company Class A Ordinary Shares. A rights offering to holders of Company Class A Ordinary Shares entitling holders to purchase Company Class A Ordinary Shares at a price less than the “Fair Market Value” (as defined below) shall be deemed a stock dividend of a number of Company Class A Ordinary Shares equal to the product of (i) the number of Company Class A Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in

such rights offering that are convertible into or exercisable for Company Class A Ordinary Shares) and (ii) one (1) minus the quotient of (x) the price per Company Class A Ordinary Share paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Company Class A Ordinary Shares, in determining the price payable for Company Class A Ordinary Shares, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) “**Fair Market Value**” means the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the Company Class A Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

4.1.2 Extraordinary Dividends. If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of Company Class A Ordinary Shares on account of such Company Class A Ordinary Shares (or other shares of the Company’s capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above or (b) Ordinary Cash Dividends (as defined below) (any such non-excluded event being referred to herein as an “**Extraordinary Dividend**”), then the applicable Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each Company Class A Ordinary Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, “**Ordinary Cash Dividends**” means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Company Class A Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the applicable Warrant Price or to the number of Company Class A Ordinary Shares issuable on exercise of each Warrant) does not exceed \$0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding Company Class A Ordinary Shares is decreased by a consolidation, combination, reverse stock split or reclassification of Company Class A Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding Company Class A Ordinary Shares.

4.3 Adjustments in Exercise Price. Whenever the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the applicable Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Company Class A Ordinary Shares so purchasable immediately thereafter.

**4.4 Replacement of Securities upon Reorganization, etc.** In case of any reclassification or reorganization of the outstanding Company Class A Ordinary Shares (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such Company Class A Ordinary Shares), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company as another entity (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Company Class A Ordinary Shares), or in the case of any sale or conveyance to another entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Company Class A Ordinary Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the “**Alternative Issuance**”); provided, however, that in connection with the closing of any such consolidation, merger, sale or conveyance, the successor or purchasing entity shall execute an amendment hereto with the Warrant Agent providing for delivery of such Alternative Issuance; provided, further, that (i) if the holders of Company Class A Ordinary Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per Company Class A Ordinary Share by the holders of Company Class A Ordinary Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of Company Class A Ordinary Shares under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding Company Class A Ordinary Shares, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a shareholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all Company Class A Ordinary Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of Company Class A Ordinary Shares in the applicable

event is payable in the form of ordinary shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Report on Form 6-K filed with the Commission, the applicable Warrant Price shall be reduced by an amount (in dollars) (but in no event less than zero) equal to the difference of (i) the applicable Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below). The “**Black-Scholes Warrant Value**” means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets (“**Bloomberg**”). For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each Company Class A Ordinary Shares shall be the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. “**Per Share Consideration**” means (i) if the consideration paid to holders of Company Class A Ordinary Shares consists exclusively of cash, the amount of such cash per Class A Ordinary Share, and (ii) in all other cases, the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in Company Class A Ordinary Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the applicable Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5 Notices of Changes in Warrant. Upon every adjustment of the applicable Warrant Price or the number of Company Class A Ordinary Shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of Company Class A Ordinary Shares purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4.4, the Company shall give written notice of the occurrence of such event to each Registered Holder, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional Company Class A Ordinary Shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to such holder.

4.7 Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same applicable Warrant Price and the same number of Company Class A Ordinary Shares as is stated in the Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.8 Other Events. In case any event shall occur affecting the Company as to which none of the provisions of preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

## 5 Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, in the case of certificated Warrants, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that except as otherwise provided herein or in any Book-Entry Warrant Certificate or Definitive Warrant Certificate, each Book-Entry Warrant Certificate and Definitive Warrant Certificate may be transferred only in whole and only to the Depository, to another nominee of the Depository, to a successor depository, or to a nominee of a successor depository; provided further, however, that in the event that a Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

5.6 Transfer of Warrants. The Warrants may be Transferred by Liberty or its Permitted Transferee (as defined in the Subscription Agreement (each, for purposes of this Agreement a “**Permitted Warrant Transferee**”) at any time:

- (a) to an affiliate of Liberty; or
- (b) to any fund or account managed by the same investment manager as Liberty,

provided that any Permitted Warrant Transferee must be an “accredited investor” (within the meaning of Rule 501 of Regulation D under the Securities Act (an “**Accredited Investor**”) or a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act) (a “**QIB**”).

For purposes hereof, the term “**Transfer**” means (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any relevant securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any relevant securities, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) of this definition.

## 6 Redemption.

6.1 Redemption. Subject to Section 6.4, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.2 below, at the price of \$0.01 per Warrant (the “**Redemption Price**”), provided that the last sales price of Company Class A Ordinary Shares reported has been at least \$18.00 per Company Class A Ordinary Share (subject to adjustment in compliance with Section 4 hereof), on each of twenty (20) trading days within the



thirty (30) trading-day period ending on the third trading day prior to the date on which notice of the redemption is given and provided that there is an effective registration statement covering the Company Class A Ordinary Shares issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the 30-day Redemption Period (as defined in Section 6.2 below) or the Company has elected to require the exercise of the Warrants on a “cashless basis” pursuant to subsection 3.3.1; provided, however, that if and when the Warrants become redeemable by the Company, the Company may not exercise such redemption right if the issuance of Company Class A Ordinary Shares upon exercise of the Warrants is not exempt from registration or qualification under applicable state blue sky laws or the Company is unable to effect such registration or qualification.

6.2 Date Fixed for, and Notice of, Redemption. In the event that the Company elects to redeem all of the Warrants, the Company shall fix a date for the redemption (the “**Redemption Date**”). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (the “**30-day Redemption Period**”) to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

6.3 Exercise After Notice of Redemption. The Warrants may be exercised, for cash (or on a “cashless basis” in accordance with subsection 3.3.1(b) of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.2 hereof and prior to the Redemption Date. In the event that the Company determines to require all holders of Warrants to exercise their Warrants on a “cashless basis” pursuant to subsection 3.3.1, the notice of redemption shall contain the information necessary to calculate the number of Company Class A Ordinary Shares to be received upon exercise of the Warrants, including the “Fair Market Value” (as such term is defined in subsection 3.3.1(b) hereof) in such case. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

6.4 Exclusion of Warrants. The Company agrees that the redemption rights provided in this Section 6 shall not apply to the Warrants if at the time of the redemption such Warrants continue to be held by Liberty or any Permitted Warrant Transferees, as applicable. However, once such Warrants are transferred (other than to Permitted Warrant Transferees), the Company may redeem the Warrants, provided that the criteria for redemption are met, including the opportunity of the holder of such Warrants to exercise the Warrants prior to redemption pursuant to Section 6.3.

#### 7 Other Provisions Relating to Rights of Holders of Warrants.

7.1 No Rights as Shareholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of a shareholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as shareholders in respect of the meetings of shareholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of Company Class A Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Company Class A Ordinary Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Registration of Company Class A Ordinary Shares; Cashless Exercise at Company's Option.

7.4.1 Registration of Company Class A Ordinary Shares. Section 10 (Registration Rights) of the Subscription Agreement as it applies to the Subscriber Shares (as defined in the Subscription Agreement) will apply, *mutatis mutandis*, to the Warrants and the Class A Ordinary Shares underlying the Warrants, as if it had been fully set forth herein. If the Registration Statement (as defined in the Subscription Agreement) has not been declared effective by the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will "review" the registration statement) following the Transaction Closing and (ii) the second (2nd) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the registration statement will not be "reviewed" or will not be subject to further review, holders of the Warrants shall have the right, during the period beginning on the 61st calendar day (or 91st calendar day if the Commission notifies the Company that it will "review" the registration statement) after the Transaction Closing or third (3rd) Business Day and ending upon such Registration Statement being declared effective by the Commission, and during any other period when the Company shall fail to have maintained an effective registration statement covering the Company Class A Ordinary Shares issuable upon exercise of the Warrants, to exercise such Warrants on a "cashless basis," by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) or another exemption) for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the applicable Warrant Price and the "Fair Market Value" (as defined below) by (y) the Fair Market Value. Solely for purposes of this subsection 7.4.1, "Fair Market Value" shall mean the volume weighted last reported average price of Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of cashless exercise is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. In connection with the "cashless exercise" of a Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience)

stating that (i) the exercise of the Warrants on a cashless basis in accordance with this subsection 7.4.1 is not required to be registered under the Securities Act and (ii) the Company Class A Ordinary Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act (or any successor rule)) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 7.4.2, for the avoidance of any doubt, unless and until all of the Warrants have been exercised or have expired, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 7.4.1.

7.4.2 Cashless Exercise at Company's Option. If the Company Class A Ordinary Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor rule), the Company may, at its option, (i) require holders of Warrants who exercise Warrants to exercise such Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) as described in subsection 7.4.1 and (ii) in the event the Company so elects, the Company shall not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the Company Class A Ordinary Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary. If the Company does not elect at the time of exercise to require a holder of Warrants who exercises Warrants to exercise such Warrants on a "cashless basis," it agrees to use its commercially reasonable best efforts to register or qualify for sale the Company Class A Ordinary Shares issuable upon exercise of the Warrant under the blue sky laws of the state of residence of the exercising Warrant holder to the extent an exemption is not available.

## 8 Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Company Class A Ordinary Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such Company Class A Ordinary Shares.

### 8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent, then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing

and having its principal office in the Borough of Manhattan, City and State of New York, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

**8.2.2 Notice of Successor Warrant Agent.** In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for Company Class A Ordinary Shares not later than the effective date of any such appointment.

**8.2.3 Merger or Consolidation of Warrant Agent.** Any corporation into which the Warrant Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

### **8.3 Fees and Expenses of Warrant Agent.**

**8.3.1 Remuneration.** The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all reasonable and documented third party expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

**8.3.2 Further Assurances.** The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

### **8.4 Liability of Warrant Agent.**

**8.4.1 Reliance on Company Statement.** Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer, Chief Financial Officer, President, Executive Vice President, Vice President, Secretary or Chairman of the Board of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except for any amounts arising out of, in connection with or resulting from the Warrant Agent's fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement.

8.4.3 Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Company Class A Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Company Class A Ordinary Shares shall, when issued, be valid and fully paid and non-assessable.

8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of Company Class A Ordinary Shares through the exercise of the Warrants.

## 9 Miscellaneous Provisions.

9.1 Tax Treatment. The Company hereby acknowledges and agrees that the Warrants are intended to be treated as a nonqualified stock option subject to Section 1.83-7 of the U.S. Treasury regulations (the "**Treasury Regulations**") promulgated under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), which do not have a readily ascertainable fair market value within the meaning of Section 1.83-7(b) of the Treasury Regulations at the time of grant. The Company hereby agrees not to take any position inconsistent with the foregoing in connection with any tax return or any tax audit or other proceeding unless required to do so by final determination within the meaning of Section 1313(a) of the Code.

9.2 Withholding. The Company and its agents shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as they are required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or non-U.S. tax law. To the extent that amounts are so withheld by the Company or its agents and paid over to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

9.3 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.4 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Satellologic Inc.  
c/o Nettar Group Inc.  
Email: ceo@satellologic.com, gc@satellologic.com  
Attention: Emiliano Kargieman, Rebeca Brandys

with a copy (which shall not constitute notice) to:

Friedman Kaplan Seiler & Adelman LLP  
7 Times Square  
New York, NY 10036-6516  
Email: areindel@fklaw.com  
Attention: Asaf Reindel

and

Greenberg Traurig LLP  
333 SE 2nd Avenue  
Suite 4400  
Miami, FL 33131  
Email: annexa@gtlaw.com  
Attention: Alan I. Annex

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company

1 State Street, 30th Floor

New York, NY 10004

Attention: Compliance Department

9.3 Applicable Law and Exclusive Forum. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each party hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for any such action, proceeding or claim. Each party hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 9.3. If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York (a “**foreign action**”) in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an “**enforcement action**”), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder’s counsel in the foreign action as agent for such warrant holder.

9.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

9.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder’s Warrant for inspection by the Warrant Agent.

9.6 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.7 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

9.8 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.9 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder (i) for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders, and (ii) to provide for the delivery of Alternative Issuance pursuant to Section 4.4. All other modifications or amendments, including any amendment to increase the applicable Warrant Price or shorten the Exercise Period of a Warrant, shall require the vote or written consent of the Registered Holders of a majority of the then outstanding Warrants. Notwithstanding the foregoing, the Company may lower the applicable Warrant Price or extend the duration of the Exercise Period of a Warrant pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders. All modifications or amendments to the Private Placement Warrants, the Public Warrants, the Liberty Subscription Warrants and/or the Other Warrants shall be offered to the Registered Holders of the then outstanding Warrants, for their acceptance or refusal based on the vote or written consent of the Registered Holders of a majority of the then outstanding Warrants.

9.10 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.



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[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SATELLOGIC INC.

By: /s/ Emiliano Kargimean

Name: Emiliano Kargimean

Title: Chief Executive Officer

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: /s/ Douglas Reed

Name: Douglas Reed

Title: Vice President

*[Signature Page to Warrant Agreement – Satellogic Inc.]*

**EXHIBIT A**

[Form of Warrant Certificate]

[FACE]

Number

**Warrants**

**THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO  
THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR  
IN THE WARRANT AGREEMENT DESCRIBED BELOW**

**SATELLOGIC INC.**

*Incorporated Under the Laws of the State of Delaware*

CUSIP [ ]

**Warrant Certificate**

***This Warrant Certificate certifies that*** , or registered assigns, is the registered holder of warrant(s) evidenced hereby (the “**Warrants**” and each, a “**Warrant**”) to purchase Class A ordinary shares, \$0.0001 par value per share (“**Company Class A Ordinary Shares**”), of Satellogic Inc., a company limited by shares incorporated under the laws of the British Virgin Islands (the “**Company**”). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable Company Class A Ordinary Shares as set forth below, at the exercise price (the “**Exercise Price**”) as determined pursuant to the Warrant Agreement, payable in lawful money (or through “**cashless exercise**” as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Company Class A Ordinary Share. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a Company Class A Ordinary Share, the Company will, upon exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to the Warrant holder. The number of Company Class A Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

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The initial Exercise Price per Company Class A Ordinary Share for any Warrant is equal to \$10.00 per Company Class A Ordinary Share. The Exercise Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions, as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

SATELLOGIC INC.

By: \_\_\_\_\_  
Name:  
Title:

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: \_\_\_\_\_  
Name:  
Title:

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive Company Class A Ordinary Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of [\_\_\_], 2022 (the “**Warrant Agreement**”), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words “**holders**” or “**holder**” meaning the Registered Holders or Registered Holder) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through “cashless exercise” as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the Company Class A Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Company Class A Ordinary Shares is current, except through “cashless exercise” as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Company Class A Ordinary Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a Class A Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number of Company Class A Ordinary Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

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Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a shareholder of the Company.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive Company Class A Ordinary Shares and herewith tenders payment for such Company Class A Ordinary Shares to the order of Satellogic Inc. (the “**Company**”) in the amount of \$[ ] in accordance with the terms hereof. The undersigned requests that a certificate for such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ], and that such Company Class A Ordinary Shares be delivered to [ ] whose address is [ ]. If said number of Company Class A Ordinary Shares is less than all of the Company Class A Ordinary Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6 of the Warrant Agreement and the Company has required cashless exercise pursuant to Section 6.3 of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) and Section 6.3 of the Warrant Agreement. In the event that the Warrant is to be exercised on a “cashless” basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a “cashless” basis pursuant to Section 7.4 of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Company Class A Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Company Class A Ordinary Shares. If said number of Company Class A Ordinary Shares is less than all of the Company Class A Ordinary Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

*[Signature Page Follows]*



Date: , 20

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Tax Identification Number)

Signature Guaranteed: \_\_\_\_\_

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE)).

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**EXHIBIT B**

**LEGEND**

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

SECURITIES EVIDENCED BY THIS CERTIFICATE AND CLASS A ORDINARY SHARES OF THE COMPANY ISSUED UPON EXERCISE OF SUCH SECURITIES SHALL BE ENTITLED TO REGISTRATION RIGHTS UNDER A REGISTRATION RIGHTS AGREEMENT TO BE EXECUTED BY THE COMPANY.”

## WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this "**Agreement**"), dated as of January 25, 2022, is by and between Satellogic Inc., a British Virgin Islands company limited by shares (the "**Company**"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "**Warrant Agent**", also referred to herein, in its capacity as the Company's transfer agent, as the "**Transfer Agent**").

WHEREAS, on July 5, 2021, CF Acquisition Corp. V ("**CF V**"), the Company, Ganymede Merger Sub 1 Inc., Ganymede Merger Sub 2 Inc. and Nettar Group Inc. ("**Nettar**") entered into that certain Agreement and Plan of Merger (as amended, modified or supplemented from time to time, the "**Merger Agreement**"); and

WHEREAS, upon the consummation of the transactions contemplated by the Merger Agreement (the "**Closing**"), all stockholders of CF V and shareholders of Nettar, other than Emiliano Kargieman, the Company's CEO, will receive Class A ordinary shares of the Company, par value \$0.0001 per share (the "**Company Class A Ordinary Shares**"); and

WHEREAS, in connection and concurrently with the execution of the Merger Agreement, CF V and the Company entered into separate subscription agreements (the "**Subscription Agreements**") with a number of subscribers (each, a "**Subscriber**"), pursuant to which the Subscribers agreed to purchase, and the Company agreed to issue and sell to the Subscribers, an aggregate of 6,966,770 Company Class A Ordinary Shares (as may be adjusted, the "**PIPE Shares**"), for a purchase price of \$10.00 per share and an aggregate purchase price of approximately \$69.7 million; and

WHEREAS, pursuant to the Subscription Agreements, Subscribers that elected to subject any PIPE Shares they purchase pursuant to their Subscription Agreement to a lock-up (the "**Lock-Up**") commencing on the Closing and expiring on the second anniversary thereof (the "**Lock-Up Period**") will receive, at Closing, warrants to purchase a number of Company Class A Ordinary Shares equal to the number of PIPE Shares that they elected to subject to the Lock-Up (the "**Warrants**"); and

WHEREAS, each whole Warrant entitles the holder thereof to purchase one Company Class A Ordinary Share for \$20.00 per share, subject to adjustment as described herein; and

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants; and

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1. Form of Warrant. Each Warrant shall be issued in registered form only, and, if a physical certificate is issued, shall be in substantially the form of Exhibit A hereto, the provisions of which are incorporated herein and shall be signed by, or bear the facsimile signature of, the Chairman of the Board, President, Chief Executive Officer, Chief Financial Officer, Secretary or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance. Each Warrant shall bear the restrictive legend set forth in Exhibit B.

2.2. Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a Warrant certificate shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3. Registration.

2.3.1. Warrant Register. The Warrant Agent shall maintain books (the "**Warrant Register**") for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. All of the Warrants shall initially be represented by one or more book-entry certificates (each, a "**Book-Entry Warrant Certificate**"). Upon registration of the Warrants and the shares issuable upon exercise of the Warrants with the U.S. Securities and Exchange Commission pursuant to the terms of the Subscription Agreement between the Company and the holder of the Warrant, the Warrant Agent shall use commercially reasonable efforts to deposit the Warrants with The Depository Trust Company (the "**Depository**") and register in the name of Cede & Co., a nominee of the Depository. At which time, ownership of beneficial interests in the Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) the Depository or its nominee for each Book-Entry Warrant Certificate, or (ii) institutions that have accounts with the Depository (each such institution, with respect to a Warrant in its account, a "**Participant**").

If the Depository subsequently ceases to make its book-entry settlement system available for the Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Warrants are not eligible for, or it is no longer necessary to have the Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to the Depository to deliver to the Warrant Agent for cancellation each Book-Entry Warrant Certificate, and the Company shall instruct the Warrant Agent to deliver to the Depository definitive certificates in physical form evidencing such Warrants ("**Definitive Warrant Certificate**"). Such Definitive Warrant Certificate shall be in the form annexed hereto as Exhibit A with appropriate insertions, modifications and omissions, as provided above.

2.3.2. Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (the "**Registered Holder**") as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on a Definitive Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4. No Fractional Warrants. The Company shall not issue fractional Warrants. If a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round down to the nearest whole number the number of Warrants to be issued to such holder.

### 3. Terms and Exercise of Warrants.

3.1. Warrant Price. Each Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Company Class A Ordinary Shares stated therein, at the price of \$20.00 per share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1 (the "**Warrant Price**"). The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days, provided, that the Company shall provide at least twenty (20) days prior written notice of such reduction to Registered Holders of the Warrants and, provided further that any such reduction shall be identical among all of the Warrants.

3.2. Duration of Warrants. A Warrant may be exercised only during the period (the "**Exercise Period**") commencing on the date of the Closing and terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the Closing, or (y) the liquidation of the Company (the "**Expiration Date**"); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below with respect to an effective registration statement. Each outstanding Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided, that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among all the Warrants.

### 3.3. Exercise of Warrants.

3.3.1. Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Book-Entry Warrant Certificate, the Warrants to be exercised (the “**Book-Entry Warrants**”) on the records of the Depository to an account of the Warrant Agent at the Depository designated for such purposes in writing by the Warrant Agent to the Depository from time to time, (ii) an election to purchase (“**Election to Purchase**”) Company Class A Ordinary Shares pursuant to the exercise of a Warrant, properly completed and executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant Certificate, properly delivered by the Participant in accordance with the Depository’s procedures, and (iii) payment in full of the Warrant Price for each full Company Class A Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the Company Class A Ordinary Shares and the issuance of such Company Class A Ordinary Shares, as follows:

(a) by certified check payable to the order of the Warrant Agent or by wire transfer; or

(b) as provided in Section 6.4 hereof.

3.3.2. Issuance of Company Class A Ordinary Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full Company Class A Ordinary Shares to which he, she or it is entitled, registered in the register of members of the Company in such name or names as may be directed by him, her or it, and if such Warrant shall not have been exercised in full, a new book-entry position reflecting the issue in the register of the members of the Company of the applicable number of Company Class A Ordinary Shares or countersigned Warrant, as applicable, for the number of Company Class A Ordinary Shares as to which such Warrant shall not have been exercised. If fewer than all the Warrants evidenced by a Book-Entry Warrant Certificate are exercised, a notation shall be made to the records maintained by the Depository, its nominee for each Book-Entry Warrant Certificate, or a Participant, as appropriate, evidencing the balance of the Warrants remaining after such exercise. Notwithstanding the foregoing, the Company shall not be obligated to issue any Company Class A Ordinary Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise unless a registration statement under the Securities Act of 1933, as amended (the “**Securities Act**”) with respect to the Company Class A Ordinary Shares underlying the Warrants is then effective and a prospectus relating thereto is current, subject to the Company’s satisfying its obligations under Section 6.4. No Warrant shall be exercisable and the Company shall not be obligated to issue Company Class A Ordinary Shares upon exercise of a Warrant unless the Company Class A Ordinary Shares issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant and such

Warrant may have no value and expire worthless. In no event will the Company be required to net cash settle the Warrant exercise. The Company may require holders of Warrants to settle the Warrant on a “cashless basis” pursuant to [Section 6.4](#). If, by reason of any exercise of Warrants on a “cashless basis”, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a Company Class A Ordinary Share, the Company shall round down to the nearest whole number, the number of Company Class A Ordinary Shares to be issued to such holder.

**3.3.3. Valid Issuance.** All Company Class A Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

**3.3.4. Date of Issuance.** Each person in whose name any book-entry position or certificate, as applicable, for Company Class A Ordinary Shares is issued shall, subject to the requirements of applicable law and the Memorandum and Articles of Association of the Company, for all purposes be deemed to have become the holder of record of such Company Class A Ordinary Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such Company Class A Ordinary Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

**3.3.5. Maximum Percentage.** A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this [subsection 3.3.5](#); provided, however, no holder of a Warrant shall be subject to this [subsection 3.3.5](#) unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder’s Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person’s affiliates), to the Warrant Agent’s actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as specified by the holder) (the “**Maximum Percentage**”) of the Company Class A Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Company Class A Ordinary Shares beneficially owned by such person and its affiliates shall include the number of Company Class A Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Company Class A Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). For purposes of the Warrant, in determining the number of outstanding Company Class A Ordinary Shares, the holder may rely on the number of outstanding Company Class A Ordinary Shares as reflected in (1) the Company’s

most recent annual report on Form 20-F or a Form 6-K or other public filing with the U.S. Securities and Exchange Commission (the “**Commission**”) as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Company Class A Ordinary Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Company Class A Ordinary Shares then outstanding. In any case, the number of outstanding Company Class A Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of outstanding Company Class A Ordinary Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

#### 4. Adjustments.

##### 4.1. Stock Dividends.

4.1.1. Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding Company Class A Ordinary Shares is increased by a stock dividend (and for all purposes a stock dividend as referred to herein shall include an issue of bonus shares) payable in Company Class A Ordinary Shares, or by a split-up of Company Class A Ordinary Shares or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding Company Class A Ordinary Shares. A rights offering to holders of the Company Class A Ordinary Shares entitling holders to purchase Company Class A Ordinary Shares at a price less than the “Fair Market Value” (as defined below) shall be deemed a stock dividend of a number of Company Class A Ordinary Shares equal to the product of (i) the number of Company Class A Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the Company Class A Ordinary Shares) and (ii) one (1) minus the quotient of (x) the price per Company Class A Ordinary Shares paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Company Class A Ordinary Shares, in determining the price payable for Company Class A Ordinary Shares, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) “**Fair Market Value**” means the volume weighted last reported average price of the Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the Company Class A Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.



**4.1.2. Extraordinary Dividends.** If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the Company Class A Ordinary Shares on account of such Company Class A Ordinary Shares (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above, or (b) Ordinary Cash Dividends (as defined below) (any such non-excluded event being referred to herein as an "**Extraordinary Dividend**"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Board, in good faith) of any securities or other assets paid on each Company Class A Ordinary Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "**Ordinary Cash Dividends**" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Company Class A Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of Company Class A Ordinary Shares issuable on exercise of each Warrant) does not exceed \$0.50.

**4.2. Aggregation of Shares.** If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding Company Class A Ordinary Shares is decreased by a consolidation, combination, reverse stock split or reclassification of Company Class A Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of Company Class A Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding Company Class A Ordinary Shares.

**4.3. Adjustments in Exercise Price.** Whenever the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Company Class A Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Company Class A Ordinary Shares so purchasable immediately thereafter.

**4.4. Replacement of Securities upon Reorganization, etc.** In case of any reclassification or reorganization of the outstanding Company Class A Ordinary Shares (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such Company Class A Ordinary Shares), or in the case of any merger or consolidation of the Company with or into another entity or conversion of the Company as another entity (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Company Class A Ordinary Shares), or in the case of any sale or conveyance to another entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Company Class A Ordinary Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his,

her or its Warrant(s) immediately prior to such event (the “**Alternative Issuance**” ); provided, however, that in connection with the closing of any such consolidation, merger, sale or conveyance, the successor or purchasing entity shall execute an amendment hereto with the Warrant Agent providing for delivery of such Alternative Issuance; provided, further, that (i) if the holders of the Company Class A Ordinary Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the Company Class A Ordinary Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the Company Class A Ordinary Shares under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding Company Class A Ordinary Shares, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a shareholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Company Class A Ordinary Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of the Company Class A Ordinary Shares in the applicable event is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Current Report on Form 8-K filed with the Commission, the Warrant Price shall be reduced by an amount (in dollars) (but in no event less than zero) equal to the difference of (i) the Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) minus (B) the Black-Scholes Warrant Value (as defined below). The “**Black-Scholes Warrant Value**” means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets (“**Bloomberg**”). For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each Company Class A Ordinary Share shall be the volume weighted last reported average price of the Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. “**Per Share Consideration**” means

(i) if the consideration paid to holders of the Company Class A Ordinary Shares consists exclusively of cash, the amount of such cash per Company Class A Ordinary Share, and (ii) in all other cases, the volume weighted last reported average price of the Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in Company Class A Ordinary Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5. Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of Company Class A Ordinary Shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of Company Class A Ordinary Shares purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3 or 4.4, the Company shall give written notice of the occurrence of such event to each Registered Holder, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.6. No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional Company Class A Ordinary Shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to such holder.

4.7. Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4.

4.8. Other Events. In case any event shall occur affecting the Company as to which none of the provisions of preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion.

## 5. Transfer and Exchange of Warrants.

5.1. Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, in the case of certificated Warrants, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2. Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that except as otherwise provided herein or in any Book-Entry Warrant Certificate or Definitive Warrant Certificate, each Book-Entry Warrant Certificate and Definitive Warrant Certificate may be transferred only in whole and only to the Depository, to another nominee of the Depository, to a successor depository, or to a nominee of a successor depository; provided further, however, that during the Lock-Up Period or in the event that a Warrant surrendered for transfer thereafter bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3. Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant.

5.4. Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5. Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

5.6. Transfer of Warrants. The Warrants may not be Transferred (as defined below) prior to the expiration of the Lock-Up Period; provided, however, that the Warrants may be transferred by a Subscriber or its Permitted Transferee (each, below, a "**Permitted Transferee**"):

- (a) To an affiliate of Subscriber; or
- (b) To any fund or account managed by the same investment manager as Subscriber;

provided that any Permitted Transferee must be an “accredited investor” (within the meaning of Rule 501 of Regulation D under the Securities Act (an “**Accredited Investor**”) or a Qualified Institutional Buyer (as defined in Rule 144A of the Securities Act) (a “**QIB**”) or an “institutional account”, as defined in FINRA Rule 4512(c) (an “**Institutional Account**”), provided further that any such Permitted Transferee must enter into a written agreement with the Company agreeing to be bound by the Lock-Up. For purposes hereof, the term “**Transfer**” means (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934 (the “**Exchange Act**”), as amended, with respect to any relevant securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any relevant securities, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii).

#### 6. Other Provisions Relating to Rights of Holders of Warrants.

6.1. No Rights as Shareholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of a shareholder of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as shareholders in respect of the meetings of shareholders or the election of directors of the Company or any other matter.

6.2. Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

6.3. Reservation of Company Class A Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Company Class A Ordinary Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

#### 6.4. Registration of Company Class A Ordinary Shares; Cashless Exercise at Company’s Option.

6.4.1. Registration of the Company Class A Ordinary Shares. Section 10 (Registration Rights) of the Subscription Agreement as it applies to the Subscriber Shares (as defined in the Subscription Agreement) will apply, *mutatis mutandis*, to the Warrants, as if it had been fully set forth herein. If the Registration Statement (as defined in the Subscription Agreement) has not been declared effective by the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will “review” the registration statement) following the Closing and (ii) the second (2nd) Business Day after the date the Company is notified

(orally or in writing, whichever is earlier) by the Commission that the registration statement will not be “reviewed” or will not be subject to further review, holders of the Warrants shall have the right, during the period beginning on the 61st calendar day (or 91st calendar day if the Commission notifies the Company that it will “review” the registration statement) after the Closing or third (3rd) Business Day and ending upon such Registration Statement being declared effective by the Commission, and during any other period when the Company shall fail to have maintained an effective registration statement covering the Company Class A Ordinary Shares issuable upon exercise of the Warrants, to exercise such Warrants on a “cashless basis,” by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) or another exemption) for that number of Company Class A Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of Company Class A Ordinary Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the “Fair Market Value” (as defined below) by (y) the Fair Market Value. Solely for purposes of this subsection 6.4.1, “**Fair Market Value**” shall mean the volume weighted last reported average price of the Company Class A Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of cashless exercise is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. In connection with the “cashless exercise” of a Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the Warrants on a cashless basis in accordance with this subsection 6.4.1 is not required to be registered under the Securities Act and (ii) the Company Class A Ordinary Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act (or any successor rule)) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 6.4.2, for the avoidance of any doubt, unless and until all of the Warrants have been exercised or have expired, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 6.4.1.

6.4.2. Cashless Exercise at Company’s Option. If the Company Class A Ordinary Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that it satisfies the definition of a “covered security” under Section 18(b)(1) of the Securities Act (or any successor rule), the Company may, at its option, (i) require holders of Warrants who exercise Warrants to exercise such Warrants on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act (or any successor rule) as described in subsection 6.4.1 and (ii) in the event the Company so elects, the Company shall not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the Company Class A Ordinary Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary. If the Company does not elect at the time of exercise to require a holder of Warrants who exercises Warrants to exercise such Warrants on a “cashless basis,” it agrees to use its commercially reasonable best efforts to register or qualify for sale the Company Class A Ordinary Shares issuable upon exercise of the Warrant under the blue sky laws of the state of residence of the exercising Warrant holder to the extent an exemption is not available.

7. Concerning the Warrant Agent and Other Matters.

7.1. Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Company Class A Ordinary Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such Company Class A Ordinary Shares.

7.2. Resignation, Consolidation, or Merger of Warrant Agent.

7.2.1. Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent, then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the Borough of Manhattan, City and State of New York, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

7.2.2. Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for the Company Class A Ordinary Shares not later than the effective date of any such appointment.

7.2.3. Merger or Consolidation of Warrant Agent. Any corporation into which the Warrant Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

7.3. Fees and Expenses of Warrant Agent.

7.3.1. Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all reasonable and documented third party expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

7.3.2. Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

7.4. Liability of Warrant Agent.

7.4.1. Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer, Chief Financial Officer, President, Executive Vice President, Vice President, Secretary or Chairman of the Board of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

7.4.2. Indemnity. The Warrant Agent shall be liable hereunder only for its own fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except for any amounts arising out of, in connection with or resulting from the Warrant Agent's fraud, gross negligence, willful misconduct, bad faith or breach of this Agreement.



7.4.3. Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Company Class A Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Company Class A Ordinary Shares shall, when issued, be valid and fully paid and non-assessable.

7.5. Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of Company Class A Ordinary Shares through the exercise of the Warrants.

#### 8. Miscellaneous Provisions.

8.1. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

8.2. Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Satellogic, Inc.  
c/o Nettar Group Inc.  
Email: ceo@satellogic.com; gc@satellogic.com  
Attention: Emiliano Kargieman, Rebeca Brandys

with a copy (which shall not constitute notice) to:

Friedman Kaplan Seiler & Adelman LLP  
7 Times Square  
New York, NY 10036-6516  
Email: areindel@fklaw.com  
Attention: Asaf Reindel

and

Greenberg Traurig LLP  
333 SE 2<sup>nd</sup> Avenue  
Suite 4400

Miami, FL 33131  
Email: annexa@gtlaw.com  
Attention: Alan I. Annex

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery, one business day after delivery to an overnight courier servicer, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, in each case addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company  
1 State Street, 30th Floor  
New York, NY 10004  
Attention: Compliance Department

**8.3. Applicable Law and Exclusive Forum.** The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. Each party hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for any such action, proceeding or claim. Each party hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 8.3. If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York (a “**foreign action**”) in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York in the Borough of Manhattan or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an “**enforcement action**”), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder’s counsel in the foreign action as agent for such warrant holder.

**8.4. Persons Having Rights under this Agreement.** Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

**8.5. Examination of the Warrant Agreement.** A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

**8.6. No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

**8.7. Counterparts.** This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

**8.8. Effect of Headings.** The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

**8.9. Amendments.** This Agreement may be amended by the parties hereto without the consent of any Registered Holder (i) for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders, and (ii) to provide for the delivery of Alternative Issuance pursuant to Section 4.4. All other modifications or amendments, including any amendment to increase the Warrant Price or shorten the Exercise Period, shall require the vote or written consent of the Registered Holders of a majority of the then outstanding Warrants.

**8.10. Severability.** This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant Agreement to be duly executed as of the date first above written.

SATELLOGIC INC.

By: /s/ Emiliano Kargieman

Name: Emiliano Kargieman

Title: CEO and Director

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: /s/ Douglas Reed

Name: Douglas Reed

Title: Vice President

*[Signature Page to Warrant Agreement—Satellogic Inc. (PIPE Warrants)]*

**EXHIBIT A**

[Form of Warrant Certificate]

[FACE]

Number

**Warrants**

**THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO  
THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR  
IN THE WARRANT AGREEMENT DESCRIBED BELOW**

**SATELLOGIC INC.**

*Incorporated Under the Laws of the British Virgin Islands*

CUSIP [\_\_\_]

**Warrant Certificate**

***This Warrant Certificate certifies that*** [\_\_\_\_], or registered assigns, is the registered holder of warrant(s) evidenced hereby (the “**Warrants**” and each, a “**Warrant**”) to purchase Class A ordinary shares, \$0.0001 par value per share (“**Company Class A Ordinary Shares**”), of Satellogic Inc., a British Virgin Islands company limited by shares (the “**Company**”). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and non-assessable Company Class A Ordinary Shares as set forth below, at the exercise price (the “**Exercise Price**”) as determined pursuant to the Warrant Agreement, payable in lawful money (or through “**cashless exercise**” as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Company Class A Ordinary Share. No fractional shares will be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in a Company Class A Ordinary Share, the Company will, upon exercise, round down to the nearest whole number the number of Company Class A Ordinary Shares to be issued to the Warrant holder. The number of Company Class A Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

The initial Exercise Price per Company Class A Ordinary Share for any Warrant is equal to \$20.00 per share. The Exercise Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

SATELLOGIC INC.

By: \_\_\_\_\_  
Name:  
Title:

CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY, as Warrant Agent

By: \_\_\_\_\_  
Name:  
Title:

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive Company Class A Ordinary Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of [\_\_\_], 2021 (the “**Warrant Agreement**”), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words “**holders**” or “**holder**” meaning the Registered Holders or Registered Holder) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through “cashless exercise” as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the Company Class A Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Company Class A Ordinary Shares is current, except through “cashless exercise” as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Company Class A Ordinary Share issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in a Company Class A Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number of Company Class A Ordinary Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

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Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a shareholder of the Company.



Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive Company Class A Ordinary Shares and herewith tenders payment for such Company Class A Ordinary Shares to the order of Satellogic Inc. (the “**Company**”) in the amount of \$[ ] in accordance with the terms hereof. The undersigned requests that a certificate for such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ], and that such Company Class A Ordinary Shares be delivered to [ ] whose address is [ ]. If said number of Company Class A Ordinary Shares is less than all of the Company Class A Ordinary Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

In the event that the Warrant is to be exercised on a “cashless” basis pursuant to subsection 3.3.1(b) of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(b) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a “cashless” basis pursuant to Section 6.4 of the Warrant Agreement, the number of Company Class A Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 6.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Company Class A Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Company Class A Ordinary Shares. If said number of shares is less than all of the Company Class A Ordinary Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Company Class A Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

*[Signature Page Follows]*

Date: [ ], 202\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Tax Identification Number)

Signature Guaranteed:

\_\_\_\_\_  
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE)).

**EXHIBIT B**

**LEGEND**

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP ADDENDUM TO SUBSCRIPTION AGREEMENT (THE “SUBSCRIPTION AGREEMENT”) DATED AS OF JULY 5, 2021, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE “ISSUER”), THE ISSUER’S SECURITY HOLDER NAMED THEREIN AND CERTAIN OTHER PARTIES NAMED THEREIN. A COPY OF SUCH SUBSCRIPTION AGREEMENT (INCLUDING THE LOCK-UP ADDENDUM) WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

THE SECURITIES EVIDENCED BY THIS CERTIFICATE AND COMPANY CLASS A ORDINARY SHARES ISSUED UPON EXERCISE OF SUCH SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND FOREIGN SECURITIES LAWS. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

IN ADDITION, THE SECURITIES EVIDENCED BY THIS CERTIFICATE AND COMPANY CLASS A ORDINARY SHARES ISSUED UPON EXERCISE OF SUCH SECURITIES SHALL BE ENTITLED TO REGISTRATION RIGHTS UNDER THE TERMS OF THE SUBSCRIPTION AGREEMENT PURSUANT TO WHICH THE ISSUER IS REQUIRED TO FILE A REGISTRATION STATEMENT WITH THE SECURITIES AND EXCHANGE COMMISSION.”

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement on Form F-1 of our report dated January 19, 2021 relating to the financial statements of CF Acquisition Corp. V, which is contained in that Prospectus. We also consent to the reference to our firm under the caption "Experts" in the Prospectus.

/s/ WithumSmith+Brown, PC

New York, New York  
February 11, 2022

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated May 21, 2021, with respect to the consolidated financial statements of Nettar Group Inc. included in the Registration Statement on the Form F-1 and related Prospectus of Satellogic Inc.

Buenos Aires, Argentina  
February 11, 2022

/s/ Pistrelli, Henry Martin y Asociados S.R.L.

PISTRELLI, HENRY MARTIN Y ASOCIADOS S.R.L.

Member of Ernst & Young Global

## Calculation of Filing Fee Tables

## F-1

(Form Type)

## Satellogic Inc.

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered <sup>(13)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
<b>Newly Registered Securities</b>											
Fees to Be Paid	Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share	416(a), 457(c)	32,761,801 <sup>(1)</sup>	\$ 5.77 <sup>(2)</sup>	\$189,035,597.54	0.0000927	\$ 17,524			
Fees to Be Paid	Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share	416(a), 457(g)	7,500,000 <sup>(3)</sup>	\$ 10.00	\$ 75,000,000.00	0.0000927	\$ 6,953			
Fees to Be Paid	Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share	416(a), 457(g)	533,333 <sup>(4)</sup>	\$ 11.50	\$ 6,133,329.50	0.0000927	\$ 559			
Fees to Be Paid	Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share	416(a), 457(g)	15,000,000 <sup>(5)</sup>	\$ 15.00	\$225,000,000.00	0.0000927	\$ 20,858			
Fees to Be Paid	Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share	416(a), 457(g)	2,500,000 <sup>(6)</sup>	\$ 20.00	\$ 50,000,000.00	0.0000927	\$ 4,635			
Fees to Be Paid	Equity	Warrants to purchase Class A Ordinary Shares	416(a) and Question 240.06	41,464,693 <sup>(7)</sup>	N/A	N/A	N/A	N/A <sup>(8)</sup>			
<b>Carry Forward Securities</b>											
Carry Forward Securities											
	<b>Total Offering Amounts</b>				\$545,168,927.04		\$ 50,537				
	<b>Total Fees Previously Paid</b>						\$ 0				
	<b>Total Fee Offsets</b>						\$ 0				
	<b>Net Fee Due</b>						<u>\$ 50,537</u>				

**Table 3: Combined Prospectuses**

<b>Security Type</b>	<b>Security Class Title</b>	<b>Amount of Securities Previously Registered</b>	<b>Maximum Aggregate Offering Price of Securities Previously Registered(12)</b>	<b>Form Type</b>	<b>File Number</b>	<b>Initial Effective Date</b>
Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share <sup>(9)</sup>	15,931,360 <sup>(10)</sup>	\$ 46	F-4	333-258764	November 12, 2021
Equity	Class A Ordinary Shares, with a nominal value of \$0.0001 per share <sup>(9)</sup>	13,662,658 <sup>(11)</sup>	\$ 54	F-4	333-258764	November 12, 2021

- (1) Consists of (i) up to 7,533,462, Class A ordinary shares (“Class A Ordinary Shares”) of Satellogic Inc. (“Satellogic”) issued to a limited number of qualified institutional buyers and institutional and individual accredited investors in a private placement pursuant to subscription agreements entered into in connection with the business combination by and among Satellogic, CF Acquisition Corp V (“CF V”), Nettar Group Inc. (“Nettar”) and certain other parties thereto (the “Business Combination”) inclusive of up to 1,716,692 additional Class A Ordinary Shares issued based on the stock price of the Class A Ordinary Shares prior to effectiveness of this registration statement as described herein; (ii) 1,500,000 Class A Ordinary Shares issued to CFAC Holdings V, LLC (“Sponsor”) pursuant to that certain Amended and Restated Forward Purchase Contract dated as of January 28, 2021 inclusive of up to 250,000 additional Class A Ordinary Shares issued based on the stock price of the Class A Ordinary Shares prior to effectiveness of this registration statement as described herein; (iii) up to 535,085 additional Class A Ordinary Shares issued to certain former security holders of Nettar based on the stock price of the Class A Ordinary Shares prior to effectiveness of this registration statement as described herein; (iv) 2,208,229 Class A Ordinary Shares issued to an affiliate of the Sponsor in lieu of advisory and other fees owed to them, inclusive of up to 150,000 additional shares issued based on the stock price of the Class A Ordinary Shares prior to effectiveness of this registration statement as described herein; (v) 985,026 Class A Ordinary Shares issued to an affiliate of Sponsor in satisfaction of debt owed to them inclusive of up to 197,005 additional shares issued based on the stock price of the Class A Ordinary Shares prior to effectiveness of this registration statement as described herein; and (vi) 20,000,000 Class A Ordinary Shares pursuant to a subscription agreement entered into with Liberty Strategic Capital (SATL) Holdings, LLC, all of which are being registered for resale pursuant to this registration statement.
- (2) Estimated solely to calculate the registration fee in accordance with Rule 457(c) of the Securities Act on the basis of the average of the high and low sales prices of the Class A Ordinary Shares as reported on the Nasdaq Stock Market LLC on February 4, 2022.
- (3) Consists of Class A Ordinary Shares that may be issued upon the exercise of 7,500,000 Warrants, each such Warrant will entitle the holder to purchase one Class A Ordinary Share at a price of \$10.00 per share (subject to adjustment).
- (4) Consists of Class A Ordinary Shares that may be issued upon the exercise of 533,333 Warrants, each such Warrant will entitle the holder to purchase one Class A Ordinary Share at a price of \$11.50 per share (subject to adjustment).
- (5) Consists of Class A Ordinary Shares that may be issued upon the exercise of 15,000,000 Warrants, each such Warrant will entitle the holder to purchase one Class A Ordinary Share at a price of \$15.00 per share (subject to adjustment).
- (6) Consists of Class A Ordinary Shares that may be issued upon the exercise of 2,500,000 Warrants, each such Warrant will entitle the holder to purchase one Class A Ordinary Share at a price of \$20.00 per share (subject to adjustment).
- (7) Consists of the resale of (i) 533,333 Warrants to purchase Class A Ordinary Shares at an exercise price of \$11.50 per Class A Ordinary Share (the “\$11.50 Warrants”), (ii) 5,000,000 Warrants to purchase Class A Ordinary Shares at an exercise price of \$10.00 per Class A Ordinary Share (the “\$10.00 Liberty Share Warrants”) and 2,500,000 Warrants to purchase Class A Ordinary Shares at an exercise price of \$10.00 per Class A Ordinary Shares (the “\$10.00 Liberty Advisory Fee Warrants” and, together with the \$10.00 Liberty Share Warrants, the “\$10.00 Liberty Warrants”), (iii) 15,000,000 Warrants to purchase Class A Ordinary Shares at an exercise price of \$15.00 per Class A Ordinary Share (the “\$15.00 Liberty Warrants”), (iv) 2,500,000 Warrants to purchase Class A Ordinary Shares at an exercise price of \$20.00 per Class A Ordinary Share (the “PIPE Warrants”) and (v) a warrant to purchase 15,931,360 Class A Ordinary Shares at an exercise price of \$2.51635975 per Class A Ordinary Share (the “Columbia Warrants” together with the \$11.50 Warrants, the \$10.00 Liberty Warrants, the \$15.00 Liberty Warrants and the PIPE Warrants, the “Warrants”).
- (8) The Warrants and Class A Ordinary Shares of the registrant issuable upon exercise of the Warrants are being simultaneously registered hereunder. Consistent with the response to Question 240.06 of the Securities Act Rules Compliance and Disclosure Interpretations, the registration fee with respect to such Warrants has been allocated to the Class A Ordinary Shares underlying such warrants and those Class A Ordinary Shares are included in the registration fee as calculated in footnotes (4), (5), (6) and (7) above.
- (9) These Class A Ordinary Shares issuable upon exercise of these Warrants were previously registered on a registration statement on Form F-4 (File No. 333-258764) (the “Prior Registration Statement”) on Form F-4 and are being transferred to this registration statement on Form F-1 pursuant to Rule 457(p).
- (10) Consists of Class A Ordinary Shares issuable upon exercise of the Columbia Warrant which were previously registered on the Prior Registration Statement and are being transferred to this registration statement on Form F-1 pursuant to Rule 457(p).
- (11) Consists of 13,662,658 Class A Ordinary Shares issuable upon conversion of Class B ordinary shares, par value \$0.0001 per share (“Class B Ordinary Shares”) of which a certain number of shares is held in escrow and subject to forfeiture as described herein. These Class A Ordinary Shares issuable upon conversion of Class B Ordinary Shares described above were previously registered on the Prior Registration Statement and are being transferred to this registration statement on Form F-1 pursuant to Rule 457(p).
- (12) Pursuant to Rule 429 under the Securities Act of 1933, as amended, the prospectus included herein is a combined prospectus that also relates to securities that were registered by Prior Registration Statement and this registration statement constitutes a post-effective amendment to the Prior Registration Statement. A filing fee of \$0.02 was previously paid in connection with registering offers and sales, pursuant to the Prior Registration Statement, of 29,594,018 Class A Ordinary Shares. Such post-effective amendment shall become effective concurrently with the effectiveness of this registration statement in accordance with Section 8(a) of the Securities Act.
- (13) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), the registrant is also registering an indeterminate number of additional Ordinary Shares that may become issuable as a result of any stock dividend, stock split, recapitalization or other similar transaction.