

United States  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Form 8-K  
Current Report

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

January 24, 2024

Date of Report (Date of earliest event reported)

**Cheetah Net Supply Chain Service Inc.**

(Exact Name of Registrant as Specified in its Charter)

North Carolina

(State or other jurisdiction  
of incorporation)

001-41761

(Commission File Number)

81-3509120

(I.R.S. Employer  
Identification No.)

6201 Fairview Road, Suite 225

Charlotte, North Carolina

(Address of Principal Executive Offices)

28210

(Zip Code)

(704) 972-0209

Registrant's telephone number, including area code

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	CTNT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01 Entry into a Material Definitive Agreement.

On January 24, 2024, Cheetah Net Supply Chain Service Inc., a North Carolina corporation (the “Corporation”), entered into a stock purchase agreement (the “Agreement”) with Edward Transit Express Group Inc., a California corporation (“Edward”), and Juguang Zhang, Edward’s sole stockholder (the “Seller”). Pursuant to the Agreement, the Corporation agreed to acquire 100% of the equity interests in Edward from the Seller (the “Acquisition”). The consideration for the Acquisition includes a cash payment of \$300,000 and the issuance of Corporation’s Class A common stock, valued at \$1,200,000 (the “Shares”), with the per Share price determined at 80% of the average closing price over the last ten business days prior to the Closing Date (as defined in the Agreement). The cash payment and the Shares will be paid and issued to the Seller on or prior to the Closing Date. The Shares are offered in a private transaction and are not registered under the Securities Act of 1933 (the “Act”), relying on the exemption provided by Regulation S under the Act, which pertains to offerings made outside the United States. Upon the closing of the Acquisition, Edward will become a wholly-owned subsidiary of the Corporation. The Agreement contains customary covenants, customary closing conditions, and other obligations and rights of the parties.

On January 29, 2024, the Corporation entered into an amendment (the “Amendment”) of the Agreement with Edward and the Seller, modifying the per share price of the Share Consideration from the average closing price over the last ten business days prior to the Closing Date to the average closing price over the last ten business days prior to the execution date of the Agreement.

The foregoing description of the Agreement and Amendment do not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement and the Amendment, which are filed herewith as Exhibit 10.1 and 10.2 and are incorporated by reference herein.

### Item 3.02 Unregistered Sales of Equity Securities.

The disclosure contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02.

### Item 8.01 Other Events.

On January 30, 2024, the Company issued a press release to announce the entry into the Agreement and the Amendment. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

### Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<b>Exhibit Number</b>	<b>Exhibit</b>
<a href="#">10.1</a>	<a href="#">Stock Purchase Agreement dated January 24, 2024 by and among the Company, Edward, and the Seller</a>
<a href="#">10.2</a>	<a href="#">Amendment No.1 to Stock Purchase Agreement dated January 29, 2024 by and among the Company, Edward, and the Seller</a>
<a href="#">99.1</a>	<a href="#">Press Release dated January 30, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 30, 2024

**Cheetah Net Supply Chain Service Inc.**

By: */s/ Huan Liu*

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Huan Liu  
Chief Executive Officer, Director, and Chairman of the Board of  
Directors

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**STOCK PURCHASE AGREEMENT**

by and among

**EDWARD TRANSIT EXPRESS GROUP, INC.,**

**JUGUANG ZHANG,**

and

**CHEETAH NET SUPPLY CHAIN SERVICE INC.**

Dated as of January 24, 2024

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Schedule 2.2(d)(iii) – Third Party Consents

**Exhibits:**

Exhibit A – Form of Support and Restrictive Covenant Agreement

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of January 24, 2024, is made by and among Edward Transit Express Group, Inc., a California corporation (the “Company”), Juguang Zhang, a Chinese individual resident (“Seller”), and Cheetah Net Supply Chain Service Inc., a North Carolina corporation (“Buyer”). The Company, Seller, and Buyer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, the Company is engaged in the business of ocean package transportation and freight forwarding services (the “Business”);

WHEREAS, as of the date hereof, Seller owns 10,000, which constitutes all of the issued and outstanding shares of common stock, par value \$0.01 per share, of the Company (the “Shares”); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares in exchange for the consideration set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties made herein and of the mutual benefits to be derived here from, the Parties agree as follows:

### ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION.

1.1. **Definitions.** As used herein, the following terms shall have the following meanings:

“2020 COVID Acts” means The Families First Coronavirus Response Act (Pub. L. 116-127) and The Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), as amended by the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021, and includes any Treasury regulations or other official guidance promulgated under either of the foregoing.

“Affiliate” means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

“Agreement” means this Stock Purchase Agreement, together with the Schedules and Exhibits, and all amendments hereto.

“Benefit Plan” or “Benefit Plans” has the meaning ascribed to such term in Section 3.9(a).

“Business” has the meaning ascribed to such term in the Recitals.

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“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Gardena, California or Charlotte, North Carolina.

“Buyer” has the meaning ascribed to such term in the Preamble.

“Buyer Fundamental Representations” means, collectively, the representations and warranties set forth in Section 5.1 (Organization), Section 5.2 (Authorization) and Section 5.6 (No Brokers).

“Buyer Indemnified Parties” has the meaning ascribed to such term in Section 7.2(a).

“Buyer Material Adverse Effect” means any event, change, occurrence or development that has or would reasonably be expected to have a material adverse effect on Buyer’s ability to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

“Chosen Courts” has the meaning ascribed to such term in Section 8.6.

“Claim Notice” has the meaning ascribed to such term in Section 7.2(c).

“Closing” has the meaning ascribed to such term in Section 2.2(a).

“Closing Date” means twenty (20) calendar days after the execution of this Agreement.

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

“Company” has the meaning ascribed to such term in the Preamble.

“Company Disclosure Schedules” means the disclosure schedules delivered by the Company and Seller to Buyer concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement.

“Joint Fundamental Representations” means, collectively, the representations and warranties set forth in Section 3.1 (Organization; Authority), Section 3.2 (Capitalization), clauses (ii) and (iv) of Section 3.4(a) (No Conflicts; Consents), Section 3.8 (Taxes), Section 3.9 (Employee Benefit Plans), Section 3.18 (No Brokers) and Section 3.19 (Related Party Transactions).

“Company Material Adverse Effect” means any result, occurrence, fact, change, event or effect that, individually or in the aggregate, (a) has or would reasonably be expected to have a material adverse effect on the Business, financial condition or results of operations of the Company, or (b) would materially impair or prevent the ability of the Company to consummate the transactions contemplated by this Agreement; provided, however, that, solely with respect to the preceding clause (a), no change, event, occurrence, development or effect, directly or indirectly, relating to, arising out of or resulting from any of the following, either alone or in combination, shall constitute, or will be considered in determining whether there has occurred, a Company Material Adverse Effect: (i) conditions generally affecting (x) any one or more of the industries or markets in which the Company operates, or (y) the United States or global economy or capital, commodity or financial markets, including changes in interest or exchange rates, or political conditions of the United States or any other country or jurisdiction in which the Company operates; (ii) any changes or prospective changes after the date hereof in GAAP or in any Laws or other requirements of any Governmental Authority generally applicable to the Company or in the interpretation thereof; (iii) any actions taken or omitted to be taken by the Company in express compliance with its obligations hereunder or which are taken with Buyer’s express written consent; (iv) the effect of any action taken by Buyer or any of its Affiliates with respect to the transactions contemplated hereby; (v) any acts of God, natural disasters, hostilities, act of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions; (vi) any actual or perceived threats associated with pandemics, epidemics or other public health crises, including, but not limited to, the COVID-19 outbreak or any law or public health directive providing for business closures, “sheltering in place,” social distancing, travel restrictions, border controls or other restrictions that relate to, or arise out of, such pandemic, epidemic, or public health crises; or (vii) any failure by the Company to achieve any earnings, revenue, sales or other financial projections or forecasts or make or meet any capital expenditure, expense or other budget (but not, for the avoidance of doubt, any change, event, occurrence, development or effect causing or underlying such failure to meet such projections or forecasts); provided, however, that changes, events, occurrences, effects, developments, conditions, circumstances, matters or states of facts set forth in the foregoing clauses (i), (ii), (v) or (vi) may be taken into account in determining whether there has been or is a Company Material Adverse Effect to the extent (but only to such extent) that such changes, events, occurrences, effects, developments, conditions, circumstances, matters or states of facts have a disproportionately adverse effect on the Business or the Company, relative to other Persons operating in the same industries in similar geographic markets in which the Company operates the Business.

“Company Owned IP” means any and all Intellectual Property Rights and Intellectual Property owned (in whole or in part), purported to be owned, practiced, used, or held for use or other exploitation by the Company, or are otherwise necessary for the conduct of the business of the Company.

“Company Services” means all products or services and other products or services that have been or are currently manufactured, licensed, offered, sold, distributed, or under development in any material respect by or on behalf of the Company.

“Confidential Information” has the meaning ascribed to such term in Section 6.1.

“Contract” means any contract, agreement, letter of understanding, option, lease, license or sublicense, sales and purchase order, warranty, note, binding application, evidence of indebtedness, mortgage, indenture, security agreement, deed of trust or other contract, commitment, arrangement, understanding, instrument or obligation, whether written or oral, express or implied, in each case as amended and supplemented from time to time.

“Contributor” has the meaning ascribed to such term in Section 3.13(e).

“Contracting Parties” has the meaning ascribed to such term in Section 8.12.

“Control” means, as to any Person, the direct or indirect power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by Contract or otherwise. The terms “Controlled” and “Controls” shall have correlative meanings.

“COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics, public health emergencies or disease outbreaks.

“Effective Time” has the meaning ascribed to such term in Section 2.2(a).

“Environment” means soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

“Environmental Laws” means all applicable Laws relating to protection of human health and the Environment, including the federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Endangered Species Act and similar federal, state and local Laws as in effect on the date hereof.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Fraud” with respect to any Person means common law fraud in the state of California and North Carolina in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, “Fraud” shall not include equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including fraud) based on negligence or recklessness.

“Fundamental Representations” means, collectively, the Joint Fundamental Representations, the Seller Fundamental Representations, and the Buyer Fundamental Representations.

“GAAP” means United States generally accepted accounting principles consistently applied.

“Governmental Authority” means any United States federal, state or local or any foreign government, governmental, regulatory or administrative authority, agency or commission or court, tribunal or judicial or arbitral body or any private or public arbitrator.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

“Hazardous Material” means any pollutant, toxic substance, hazardous waste, hazardous materials, hazardous substances, petroleum or petroleum-containing products as defined in, or listed under, any Environmental Law.

“Indebtedness” means, without duplication, (a) all Liabilities for borrowed money or in respect of loans or advances and accrued but unpaid interest, premiums and penalties relating thereto, (b) all Liabilities evidenced by a note, bond, debenture or other similar security (including any seller notes, deferred purchase price obligations, earnout obligations or commission payment obligations issued or entered into in connection with any acquisition), (c) all Liabilities with respect to amounts drawn upon letters of credit issued for the account of the Company, (d) all Liabilities under any credit card agreements or programs or commercial card facilities, (e) all Liabilities under leases required under GAAP to be capitalized (except for real property leases), (f) all Liabilities secured by a Lien, (g) all Liabilities under any interest rate, currency or commodity swap (which may be less than zero), collars, caps, futures contract, forward contract, option or other derivative instruments or other hedging arrangement, including the cost of termination, (h) all Liabilities that are not characterized as current liabilities under GAAP (except for any deferred Tax Liabilities), (i) all outstanding checks that will ultimately be funded through a line of credit or other borrowed money, (j) any off balance financing (but excluding operating leases), (k) any Liability under any deferred compensation plans or arrangements (including all multi-year sales commission arrangements), (l) any Liability for underfunded Benefit Plans, (m) any accrued but unpaid Taxes of the Company for any Pre-Closing Tax Period (which shall not be less than zero with respect to any jurisdiction and shall be computed in accordance with the past practices of the Company, except as required by applicable Law), (n) any deferred revenue, (o) all Liabilities of a Person of a type that is referred to in clauses (a) through (n) above and which is either guaranteed by, or secured by a Lien upon any property or asset owned by, the Company, and (n) any accrued interest and prepayment premiums or penalties relating to any amount prepaid at or in connection with the Closing related to any of the foregoing; provided, however, that for the avoidance of doubt, Indebtedness shall exclude all Liabilities incurred by Buyer in connection with the transactions contemplated by this Agreement.

“Indemnified Party” has the meaning ascribed to such term in Section 7.2(c).

“Indemnifying Party” has the meaning ascribed to such term in Section 7.2(c).

“Insurance Policies” has the meaning ascribed to such term in Section 3.15.

“Intellectual Property” means any and all (a) technology, formulae, algorithms, procedures, processes, methods, techniques, knowhow, ideas, creations, inventions, discoveries, and improvements (whether patentable or unpatentable and whether or not reduced to practice), (b) technical, engineering, manufacturing, product, marketing, servicing, financial, supplier, personnel and other information and materials, (c) customer lists, customer contact and registration information, customer correspondence and customer purchasing histories, (d) specifications, designs, models, devices, prototypes, schematics and development tools, (e) software, websites, content, images, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings, and other works of authorship and copyrightable subject matter (“Works of Authorship”), (f) databases and other compilations and collections of data or information (“Databases”), (g) trademarks, service marks, logos and design marks, trade dress, fictitious and other business names, brand names and trade names, together with all goodwill associated with the foregoing (“Trademarks”), (h) domain names, uniform resource locators and other names and locators associated with the Internet (“Domain Names”), (i) Trade Secrets, and (j) tangible embodiments of any of the foregoing, in any form or media whether not specifically listed herein.

“Intellectual Property Rights” means any and all rights (anywhere in the world, whether statutory, common law or otherwise) relating to, arising from, or associated with Intellectual Property, including (a) patents and patent applications, utility models and applications for utility models, inventor’s certificates and applications for inventor’s certificates, and invention disclosure statements (“Patents”), (b) copyrights and all other rights with respect to Works of Authorship and all registrations thereof and applications therefor (including moral and economic rights, however denominated) (“Copyrights”), (c) other rights with respect to software, including registrations thereof and applications therefor, (d) industrial design rights and registrations thereof and applications therefor, (e) rights with respect to Trademarks, and all registrations thereof and applications therefor, (f) rights with respect to Domain Names, including registrations thereof and applications therefor, (g) rights with respect to Trade Secrets, including rights to limit the use or disclosure thereof by any Person, (h) rights with respect to Databases, including registrations thereof and applications therefor, (i) publicity and privacy rights, including all rights with respect to use of a Person’s name, signature, likeness, image, photograph, voice, identity, personality, and biographical and personal information and materials, and (j) any rights equivalent or similar to any of the foregoing.

“IRS” means the United States Internal Revenue Service.

“Knowledge” means, with respect to the Company, the actual knowledge, after reasonable inquiry and investigation, of Mei Mei Zhou and Seller.

“Labor Agreement” has the meaning ascribed to such term in Section 3.6(d).

“Law” means any federal, state, local or foreign statute, law, act, writ, ordinance, regulation, rule, code, order, injunction, judgment, decree or other requirement or rule of law.

“Lease” has the meaning ascribed to such term in Section 3.10(b).

“Leased Real Property” has the meaning ascribed to such term in Section 3.10(b).

“Liabilities” means any liabilities or obligations of any kind, whether accrued, absolute, fixed or contingent (together the “Liabilities”), that are of a nature that, if known, would be required to be disclosed on a consolidated combined balance sheet of the Company prepared in accordance with GAAP, except for (A) Liabilities under Contracts described in **Section 3.12 of the Company Disclosure Schedules**, (B) Liabilities which have arisen in the Ordinary Course of Business (none of which is a Liability resulting from, arising out of, relating to, in the nature of, or caused by any breach of contract, breach of warranty, tort, infringement, violation of law, environmental matter, claim or lawsuit), and (C) Liabilities under this Agreement.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, charge, or similar lien.

“Litigation” means any actions, proceedings, suits, demands, claims, charges, complaints, audits, inquiries, arbitrations, hearings, proceedings or investigations filed by or before any Governmental Authority or mediator.

“Losses” of a Person means any and all losses, liabilities, damages (whether direct, indirect, incidental, special or consequential, but excluding punitive or exemplary damages unless incurred as a result of a third party claim), claims, assertions, awards, judgments, Taxes, costs and expenses (including reasonable, out-of-pocket attorneys’ fees, but excluding any allocation of overhead, including any cost of employing their own employees).

“Non-Recourse Party” means, with respect to any Party, any of such Party’s former, current and future direct or indirect shareholders, controlling Persons, directors, officers, employees, agents, incorporators, representatives, attorneys, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future direct or indirect shareholder, controlling Person, director, officer, employee, agent, incorporator, representative, attorney, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing).

“Ordinary Course of Business” means in respect of any Person the ordinary and usual day-to-day course of business of such Person consistent with the practices of other participants in the industry in which such Person operates.

“Organizational Documents” means, with respect to any Party, as applicable, the certificate of incorporation, articles of incorporation, memorandum and articles of association, certificate of formation, bylaws, articles of organization, limited liability company agreement, limited partnership agreement, formation agreement, general partnership agreement or other similar organizational documents of such Party.

“Party” or “Parties” has the meaning ascribed to such terms in the Preamble.

“Payroll Tax Executive Order” means the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any administrative or other guidance published with respect thereto by any Governmental Authority (including IRS Notices 2020-65 and 2021-11).

“Permits” means permits, certificates, licenses, approvals, registrations and authorizations obtained from Governmental Authorities.

“Permitted Liens” means (a) Liens in respect of Taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty or are being contested in good faith, (b) carriers’, warehousemens’, mechanics’, landlords’, materialmens’, repairmens’ or other similar Liens arising in the Ordinary Course of Business and for amounts which are not delinquent, (c) Liens consisting of pledges or deposits required in the Ordinary Course of Business in connection with workers’ compensation, unemployment insurance and other social security legislation or to secure liability to insurance carriers, and (d) Liens securing capital lease obligations, and (e) with respect to the Leased Real Property, recorded easements, covenants, and other restrictions of record, provided, that no such item described in this clause (e) materially restricts the current use or occupancy of the Leased Real Property or materially impairs the leasehold interests therein.

“Person” means any natural person, general or limited partnership, trust, corporation, limited liability company, firm, association, Governmental Authority, or other legal entity.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

“Purchase Price” has the meaning ascribed to such term in Section 2.1.

“Registered Intellectual Property” means all Intellectual Property Rights that are registered, filed, applied for or issued under the authority of, with or by any Governmental Authority, including all Patents, registered Trademarks, applications to register Trademarks, registered Copyrights, applications to register Copyrights, and Domain Names, (a) owned or purported to be owned by, (b) under obligation of assignment to, or (c) for which applications are filed in the name of the Company.

“Release” means any releasing, disposing, discharging, injecting, spilling, leaking, pumping, dumping, emitting, escaping, or emptying of a Hazardous Material into the Environment.

“Schedules” means the Schedules attached hereto, including, without limitation, the Company Disclosure Schedules.

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

“Seller” has the meaning ascribed to such term in the Preamble.

“Seller Fundamental Representations” means, collectively, the representations and warranties set forth in Section 4.1 (Ownership), Section 4.2 (Validity and Enforceability), and clause (ii) of Section 4.3 (Non-Contravention).

“Shares” has the meaning ascribed to such term in the Recitals.

“Significant Customer” means the top ten (10) customers of the Company, taken as a whole, based upon the aggregate dollar amount of the revenue generated from such customers during the trailing twelve-month period ending December 31, 2022.

“Significant Supplier” means the top ten (10) suppliers and service providers of the Company, taken as a whole, based upon the aggregate dollar amount of purchases by the Company therefrom, for the trailing twelve-month period ending December 31, 2022.

“Straddle Period” means any Tax period that includes, but does not end on, the Closing Date.

“Subsidiary” of any Person means any corporation, partnership, joint venture, limited liability company, trust, estate or other Person of which (or in which) more than 50% of (a) the issued and outstanding capital stock or other equity interests having ordinary voting power to elect a majority of the board of directors of such corporation or Persons performing similar functions of any other Person (irrespective of whether at the time capital stock or other equity interests of any other class or classes of such corporation or other Person shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or other Person, or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person’s other Subsidiaries.

“Tax Proceeding” has the meaning ascribed to such term in Section 6.4(d).

“Tax Returns” means any report, return, document, or other filing required to be supplied to any Taxing Authority or jurisdiction (foreign or domestic) with respect to Taxes.

“Taxes” means any and all taxes and other charges, fees, levies or assessments imposed by the IRS or other Taxing Authority that are in the nature of a tax, and such term shall include any interest whether paid or received, fines, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such taxes, charges, fees, levies or other assessments.

“Taxing Authority” means any Governmental Authority responsible for the imposition, administration, or collection of any Taxes.

“Third Party Claim” has the meaning ascribed to such term in Section 7.2(c).

“Trade Secrets” means any information and materials not generally known to the public, including trade secrets, and other confidential and proprietary information.

“WARN” means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

## 1.2. **Rules of Construction**

(a) All Section, Schedule, Annex, and Exhibit references used in this Agreement are to Sections, Schedules, Annexes, and Exhibits to this Agreement unless otherwise specified. The Schedules, Exhibits, and Annexes attached to this Agreement, if any, constitute a part of this Agreement and are incorporated herein for all purposes.

(b) Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term “includes” or “including” shall mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and shall be counted from the day immediately following the date from which such number of days is to be counted. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.



(d) Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(e) Any references to “dollars” or “\$” shall mean United States Dollars.

(f) The phrases “made available to Buyer” or “furnished to Buyer” or similar phrases as used in this Agreement refer to all documents to which Buyer, its Affiliates or advisers have been provided with through access to the documents posted to the “Project Cobra” data room hosted on the Datasite platform not less than 24 hours prior to the Closing.

(g) The phrase “transactions contemplated by this Agreement” or similar phrases as used in this Agreement means the sale of the Shares pursuant to Section 2.1.

(h) For purposes of this Agreement, the phrase “substantially in the form attached hereto” shall be deemed to mean in such form attached hereto subject to immaterial changes which do not materially adversely affect a Party.

(i) The foregoing Recitals are incorporated herein by reference and made a part of this Agreement as though fully restated herein.

## ARTICLE II PURCHASE; CLOSING

2.1. **Purchase; Calculation of Purchase Price.** Subject to the terms and conditions hereof, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall acquire from Seller, the Shares, free and clear of any Liens other than transfer restrictions imposed on equity securities by Securities Act or any other applicable securities Laws and Liens imposed by or in relation to Buyer, in consideration for the payment by Buyer to Seller of an aggregate amount of \$1,500,000 (the “Purchase Price”), which consists of (i) a cash consideration of \$300,000 (the “Cash Consideration”); plus (ii) a share consideration in the form of the issuance of Buyer’s unregistered Class A common stock in an aggregate market value of \$1,200,000 (the “Share Consideration”), with the per share price being determined at 80% of the average closing price over the last ten (10) business days prior to the Closing Date.

2.2. **Closing.**

(a) The closing of the purchase by Buyer of the Shares in consideration of payment of the Purchase Price (the “Closing”) shall occur on or prior to the Closing Date, and shall take place remotely by teleconference or email transmission and simultaneously with the electronic exchange of documents (in .pdf or image format). The Closing shall be effective as of 11:59 p.m., Eastern Time, on the Closing Date (the “Effective Time”).

(b) At the Closing, Buyer shall deliver the following documents and deliverables:

(i) to Seller, the Cash Consideration, by wire transfer of immediately available funds to accounts specified by Seller in writing;

(ii) to Seller, the Share Consideration, contemplated by applicable stock certificate(s) or other instrument(s) issued by Buyer listed Seller as the owner of the Share Consideration; and

(iii) to Seller, such other certificates, instruments of conveyance, and documents required by this Agreement or as may be reasonably requested by Seller and/or the Company to carry out the intent and purposes of this Agreement.

(c) At the Closing, the Company shall deliver to Buyer the following documents and deliverables:

(i) certified copies of (i) the Organizational Documents of the Company and (ii) resolutions of the board of directors of the Company authorizing the transactions contemplated hereby; and

(ii) such other certificates, instruments of conveyance, and documents required by this Agreement or as may be reasonably requested by Buyer to carry out the intent and purposes of this Agreement.

(d) At the Closing, Seller shall deliver to Buyer the following documents and deliverables:

(i) duly executed instruments suitable in form to transfer the Shares to Buyer, together with original stock certificates (or affidavits of lost certificates) representing any Shares that are represented by certificates;

(ii) a certificate of good standing of the Company issued by the Secretary of State of the State of its incorporation and those other jurisdictions set forth on **Section 3.13(a) of the Company Disclosure Schedules**;

(iii) all third-party notices or consents (on terms reasonably satisfactory to Buyer) that are required in order to prevent a breach of or default under any Contract to which the Company is a party as a result of the consummation of the transactions contemplated hereby, and approvals from all necessary Governmental Authorities, in each case as set forth on **Schedule 2.2(d)(iii)**;

(iv) a support and restrictive covenant agreement, substantially in the form attached as **Exhibit A**, duly executed Seller;

(v) a duly completed and executed IRS Form W-9 in respect of Seller;

(vi) resignations of the directors and officers of the Company (except to the extent otherwise identified in writing by Buyer prior to the Closing Date), effective at the Closing;

(vii) such other certificates, instruments of conveyance, and documents required by this Agreement or as may be reasonably requested by Buyer to carry out the intent and purposes of this Agreement.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SELLER**

Except as set forth on the Company Disclosure Schedules, the Company and the Seller hereby represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof except to the extent that a representation or warranty in this Article III expressly states that such representation or warranty is made only as of an earlier date:

3.1. **Organization; Authority.**

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation. The Company has all requisite corporate power and authority to own, operate and lease its properties and carry on the Business as currently conducted. The Company is duly licensed or qualified to do business as a foreign corporation under the Laws of each jurisdiction listed on **Section 3.1(a) of the Company Disclosure Schedules** and each other jurisdiction in which the character of its properties or in which the transaction of the Business makes such qualification necessary, except where the failure to be so licensed or qualified would not be material to the Company. The copies of the Company's Organizational Documents, each as amended to date and made available to Buyer, are complete and correct, and no amendments thereto are pending.

(b) The Company has the corporate power and authority to execute and deliver this Agreement and the other transaction documents contemplated hereby to which the Company is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other transaction documents contemplated hereby to which the Company is a party, the performance by the Company of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery of this Agreement by Buyer and Seller, constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms.

3.2. **Capitalization.**

(a) The authorized capital stock of the Company consists of 10,000 shares of common stock, par value \$0.01 per share, all of which shares are issued and outstanding and constitute the Shares. The Shares have been duly authorized and are validly issued, fully paid, and non-assessable. None of the Shares has been issued in violation of preemptive or similar rights. The Shares are owned of record and beneficially by Seller, free and clear of all Liens.

(b) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements, or commitments of any character relating to the capital stock of the Company or obligating Seller or the Company to issue or sell any shares of capital stock of, or any other interest in, the Company. The Company does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

3.3. **No Subsidiaries.** The Company (a) has no Subsidiaries and (b) does not own any shares of capital stock or any equity interest in, or control, directly or indirectly, any other corporation, partnership, association, joint venture, or other business entity or has any ongoing obligation to purchase any shares of capital stock or make any investment or capital contribution with respect thereto.

3.4. **No Conflict; Consents.**

(a) The execution and delivery by the Company of this Agreement and the other transaction documents contemplated hereby to which the Company is a party and the consummation by the Company of the transactions contemplated hereby and thereby in accordance with the terms hereof and thereof do not: (i) violate, conflict with, or result in a default (whether after the giving of notice, lapse of time or both) under, give rise to a right of termination or acceleration of, or require any notice or approval under, any Contract to which the Company is a party or by which the Company's assets are bound; (ii) conflict with, or result in any violation of, any provision of the Company's Organizational Documents; (iii) violate or result in a violation of, or constitute a default under (whether after the giving of notice, lapse of time or both), any provision of any Law, regulation, or rule, or any order of, or any restriction imposed by, any court or other Governmental Authority applicable to the Company; or (iv) result in the creation of any Lien on any properties, rights or assets of the Company.

(b) No notice to, declaration or filing with, or consent or approval of any Governmental Authority is required by or with respect to the Company in connection with the execution and delivery by the Company of this Agreement and the other transaction documents contemplated hereby to which the Company is a party, and the consummation by the Company of the transactions contemplated hereby or thereby in accordance with the terms hereof or thereof, except for any notice, declaration or filing as may be required under applicable securities Laws and state "blue sky" Laws.

3.5. **Intentionally Omitted.**

3.6. **Operating in Ordinary Course of Business.** Except as set forth in **Section 3.6 of the Company Disclosure Schedules**, since January 1, 2023 to the date of this Agreement, the Company has operated in the Ordinary Course of Business and there has not been any change, event, occurrence, effect, development, condition, circumstance, matter, or state of facts which, individually or in the aggregate, together with all other changes, events, occurrences, effects, developments, conditions, circumstances, matters, or state of facts, has had or would reasonably be expected to have a Material Adverse Effect to the Company. Without limiting the generality of the foregoing, except as set forth in **Section 3.6 of the Company Disclosure Schedules**, or except as expressly contemplated by this Agreement, from January 1, 2023 to the date of this Agreement, the Company has not:

- (a) caused or permitted any modifications, amendments, or changes to the Organizational Documents of the Company;

(b) issued or sold any of its equity securities, or any options, warrants, convertible or exchangeable securities, subscriptions, rights, stock appreciation rights, calls or commitments of any kind with respect to its capital stock or equity interests;

(c) sold, assigned, leased, allowed to lapse or expire, or otherwise transferred, suffered, or imposed any Lien upon, or experienced any material damage or loss (whether or not covered by insurance) to, any of its assets or properties, other than sales of inventory for fair consideration in the Ordinary Course of Business;

(d) (i) negotiated, modified, or entered into any collective bargaining agreement or other Contract with any labor union with any labor union, labor organization, or works council (each a "Labor Agreement") or (ii) recognized or certified any labor union, labor organization, works council, or group of employees as the bargaining representative for any employees of the Company;

(e) entered into or amended any severance, retention, transaction bonus, or change in control agreement with any director, officer, manager, employee, or other service provider;

(f) granted any equity or equity-based awards to, or discretionarily accelerated the vesting or payment of any such awards held by, any director, officer, manager, employee or other service provider;

(g) hired, engaged, terminated (without cause), furloughed, or temporarily laid off any employee or independent contractor with annual compensation in excess of \$100,000;

(h) increased or decreased the compensation or benefits payable or to become payable to any director, officer, manager, employee, or other service provider in excess of \$10,000 individually or \$150,000 in the aggregate;

(i) implemented or announced the termination, lay off, furlough, or reduction of the hours or compensation of any officer, manager, employee, or other service provider (including in response to the COVID-19 pandemic) or other such actions that could implicate WARN (as defined below);

(j) established, adopted, amended or terminated any Benefit Plan, or any other benefit or compensation, plan, policy, program, contract, agreement or arrangement that would be a Benefit Plan if in effect on the date hereof or increased or accelerated or committed to increase or accelerate the funding, payment or vesting of the compensation or benefits provided under any Benefit Plan;

(k) (i) made any material change to the Company's pricing, discount, allowance or return policies or materially changed any of its cash management customs and practices or (ii) granted any material pricing, discount, allowance, warranty or return terms for any customer, vendor, distributor or supplier;

(l) made, changed or revoked any election with respect to Taxes, adopted or changed any method of Tax accounting, filed any amended Tax Return, entered into any closing agreement, settlement or compromise of any claim or assessment relating to Taxes, entered into any Tax sharing, allocation, indemnity or similar agreement, consented to any extension or waiver of any statute of limitations period applicable to any Tax Return or claim or assessment with respect to Taxes, or taken any other similar action relating to the filing of any Tax Return or the payment of any Tax to the extent such similar action could have the effect of increasing the Tax liability of Buyer or any of its Affiliates (including the Company after the Closing Date) for any taxable period ending after the Closing Date;

(m) made any acquisition of any capital stock or business of any other Person (including by acquiring substantially all of such Person's assets), whether by merger, stock or asset purchase or otherwise, other than purchases of fixed assets in the Ordinary Course of Business;

(n) amended, modified, extended, terminated, failed to renew or waived any material right under any Contract that if in existence on the date hereof would have been required to be listed on **Section 3.12 of the Company Disclosure Schedules**;

(o) commenced or settled any criminal or civil claim either involving more than \$100,000 or outside the Ordinary Course of Business;

(p) failed to promptly pay and discharge current liabilities, except where disputed in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP;

(q) declared, set aside or paid any dividend or distributed cash or other payment or property to any shareholder of the Company or any of its Affiliates, redeemed or otherwise acquired any of its securities or warrants, options or other rights to acquire its securities;

(r) borrowed any material amount;

(s) made any loan to, or entered into any other transaction with, any of its current or former directors, managers, officers or employees;

(t) changed any annual accounting period, adopted or changed in any material respect any method of accounting or accounting practices, estimation techniques, assumptions, policies and principles theretofore adopted or followed, except as required by applicable Law, or reversed any accruals or reserves;

(u) changed in any material manner its collection practices or rates for accounts receivable or its payment practices or rates for accounts payable, and otherwise maintained, in all material respects, working capital consistent with past practices;

(v) adopted any plan of merger, consolidation, reorganization, liquidation or dissolution, filed a petition in bankruptcy under any provision of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law; or

(w) committed to do any of the foregoing.

3.7. **Litigation.** The Company is not a party (either as plaintiff or defendant) to any Litigation or, to the Company's Knowledge, investigation that is pending or threatened against the Company or any of its respective officers, employees, managers, or directors (in their capacity as such), assets or businesses, and to the Knowledge of the Company, there is no reasonable basis for any such Litigation or investigation. The Company is not subject to any Governmental Order.

3.8. **Taxes.**

(a) The Company has filed all required Tax Returns, and all such Tax Returns are true, correct, and complete in all material respects.

(b) All Taxes owed by the Company (whether or not shown on any Tax Return) has been duly and timely paid.

(c) The Company has timely withheld and paid over to the appropriate Taxing Authority (or set aside for timely payment to the appropriate Taxing Authority) all Taxes required to be withheld from amounts distributed, paid, or owing to Seller or any employee, contractor or other third-party.

(d) The Company is not currently (and have never been) the subject of an ongoing Tax audit, examination, action, suit, claim, investigation, or other proceeding or notice of inquiry with respect to Taxes, and no such proceeding has been threatened in writing.

(e) The Company has not consented in writing to extend the time, or is the beneficiary of any extension of time, in which any Tax may be assessed or collected by any Taxing Authority, which extension is still in effect.

(f) No deficiency for any amount of Tax has been asserted in writing or assessed by a Taxing Authority against or with respect to the Company that has not been satisfied by payment or been withdrawn.

(g) No claim has ever been made in writing by a Taxing Authority in a jurisdiction where the Company does not file a particular type of Tax Return or pay a particular type of Tax that the Company is or may be required to file such Tax Return or pay such Tax (including obligations to withhold amounts with respect to Tax) in that jurisdiction.

(h) There are no Liens for Taxes upon the assets of the Company, except for Permitted Liens.

(i) The Company is not a party to or bound by any written agreement providing for the allocation, sharing or indemnification of Taxes (other than an agreement entered into in the Ordinary Course of Business not primarily relating to Taxes).

(j) The Company (i) is not and has never been a member of an affiliated group (within the meaning of Section 1504(a) of the Code or similar group defined under any similar provision of state, local or non-U.S. Tax law) filing a consolidated, combined, unitary or aggregate group Tax Return for any taxable period (other than any such group the common parent of which is the Company) and (ii) has no liability for the Taxes of any other Person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any corresponding or similar provision of state, local or non-U.S. Tax law), as a transferee or successor, by Contract (other than a Contract entered into in the ordinary course of business not primarily relating to Taxes), operation of law or otherwise.

(k) The Company has not been a party to any “reportable transaction,” as defined in Treas. Reg. §1.6011-4(b) or any “tax shelter” within the meaning of Section 6662 of the Code (or any similar provision of applicable law).

(l) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for Tax purposes made on or prior to the Closing Date (other than a change initiated on the Closing Date by Buyer); (ii) “closing agreement” described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax law) executed on or prior to the Closing Date; (iii) installment sale or open transaction disposition made on or prior to the Closing Date; (iv) prepaid amount received on or prior to the Closing Date; or (v) use of an improper method of accounting for a taxable period on or prior to the Closing Date.

(m) The Company has not deferred any obligation to pay Taxes pursuant to the 2020 COVID Acts or in connection with the Payroll Tax Executive Order (or any corresponding provisions of applicable law).

(n) The Company has not engaged in a trade or business, has not had a permanent establishment (within the meaning of an applicable Tax treaty or convention between the United States and such foreign country), or otherwise been subject to taxation in any country other than the country of its formation.

### 3.9. **Employee Benefit Plans.**

(a) **Section 3.9(a) of the Company Disclosure Schedules** sets forth a list of each “employee benefit plan,” as defined in Section 3(3) of ERISA (whether or not subject to ERISA), and each other material incentive (equity or otherwise), employment, severance, retention, change in control, commission, referral, incentive, deferred compensation, pension, retirement, welfare, life insurance, illness benefit, post-employment welfare, disability, insurance, vacation, paid time off, profit-sharing, savings, supplemental retirement, severance, termination, stock purchase, stock option, restricted stock, phantom equity or other equity or equity-based, fringe benefit or other compensation or benefit plan, policy, agreement, arrangement or program whether or not in writing or funded that is sponsored, maintained or contributed to by the Company or under which the Company has any obligation or liability, whether actual or contingent, direct or indirect, to provide compensation or benefits to or for the benefit of any of its current or former employees, directors, or individual independent contractors or any such individual’s spouse, dependents or beneficiaries (each, a “Benefit Plan”, and collectively, the “Benefit Plans”). With respect to each Benefit Plan, the Company has made available to Buyer copies of the governing plan documents and, to the extent applicable: (i) the related trust agreement, annuity contract or other funding documents; (ii) the summary plan description and any summary of material modifications currently in effect; (iii) the most recent annual Form 5500 filing; (iv) the most recent favorable determination or opinion letter received from the IRS; and (v) any material correspondence, notices and filings during the past three (3) years to or from the IRS or the United States Department of Labor or any other Governmental Authority relating to any such Benefit Plan.



(b) The Benefit Plans have been funded, administered, and maintained in accordance with their terms and the provisions of applicable Law, including ERISA and the Code, except for any such failures to comply that would not, individually or in the aggregate, reasonably be expected to subject the Company to any material Liability. To the extent available under current IRS procedures, each Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS regarding its qualification thereunder. To the Company's Knowledge, there are no pending or threatened claims or governmental proceedings or investigations with respect to any Benefit Plan, other than routine claims for benefits.

(c) No Benefit Plan is subject to Section 412 of the Code or Section 302 or Title IV of ERISA. The Company has not at any time maintained, contributed to or been required to contribute to, or sponsored, or has any current or potential Liability (including actual or potential withdrawal Liability) with respect to, (i) any plan subject to Title IV of ERISA or to the funding requirements of Section 412 of the Code or Section 302 of ERISA, (ii) any "multiemployer pension plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA), (iii) a multiple employer plan (within the meaning of Section 413(c) of the Code), or (iv) a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA). No Benefit Plan is maintained or subject to the Laws of a jurisdiction outside of the United States.

(d) The Company does not have any material Liability or obligation to provide health benefits to former or retired employees other than pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, or similar state Laws which require limited continuation of coverage for such benefits, or during any period in which a terminated employee of the Company is entitled to receive severance benefits.

(e) With respect to each of the Benefit Plans, all contributions, premiums, or other payments due and payable have been paid on a timely basis in accordance with the terms of the applicable Benefit Plan and applicable Law or, to the extent not yet due, properly accrued on the Company's latest financial statements in accordance with the terms of the Benefit Plan and all applicable Laws and accounting standards.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any material payment becoming due to any employee of the Company, (ii) result in a material increase in benefits otherwise payable under any Benefit Plan, (iii) result in the acceleration of the time of a material payment or vesting of material benefits under any Benefit Plan, or (iv) result in any payment, alone or together with any other payments or benefits (whether occurring prior to, on or following the Closing, including in connection with termination of employment), being an “excess parachute payment” within the meaning of Section 280G of the Code. The Company does not have any obligation to gross up or reimburse any current or former employee, director or individual service provider for any Taxes or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the Code.

(g) Each Benefit Plan that is a “nonqualified deferred compensation plan” (as defined for purposes of Section 409A(d)(1) of the Code) has, in all material respects, been maintained in documentary and operational compliance with Section 409A of the Code and the applicable guidance issued thereunder.

### 3.10. **Real and Personal Property.**

(a) The Company does not own any real property or has ever owned any real property. There are no properties previously leased or occupied by the Company in respect of which the Company have any contingent or potential liabilities.

(b) **Section 3.10(b)xiii) of the Company Disclosure Schedules** sets forth a list of all real property leased by the Company (the “Leased Real Property”) and all leases (including all extensions, amendments, and modifications thereto) (each, a “Lease” and collectively, the “Leases”) relating to the Leased Real Property. **Section 3.10 of the Company Disclosure Schedules** sets forth all title insurance policies, opinions, abstracts, and surveys in the possession of the Company relating to the Leased Real Property. The Company has made available to Buyer true, correct, and complete copies of the foregoing. With respect to the Leased Real Property and each Lease:

(i) the Company has a valid leasehold interest in the Leased Real Property, free and clear of all Liens (except for Permitted Liens);

(ii) each Lease is a valid, binding, and enforceable contract, in full force and effect;

(iii) the Company is not in default beyond applicable notice or cure periods under such Lease nor, to the Company’s Knowledge, is any other party in default under such Lease;

(iv) to the Knowledge of the Company, there is no condition or event that, with notice or lapse of time, or both, would constitute a default under the provisions of any Lease, and each party thereto has paid and performed all of its obligations thereunder and there are no material unpaid monetary obligations owed by any party thereto to any other party thereto;

- (v) the Company has not collaterally assigned or granted any other security interest in any Lease or any interest therein;
- (vi) the Company has not subleased, sublicensed, or otherwise granted to any Person any right to use, occupy, or possess any portion of the Leased Real Property;
- (vii) there are no disputes (e.g., with respect to pass through expenses and reconciliations thereof) with respect to any Lease;
- (viii) no party to any Lease has given or received written notice of the intention to terminate or not to renew any Lease or any assertion in writing of any default, offset, counterclaim, or deduction to the payment of rent that remains outstanding, and to the Knowledge of the Company, no such default, or right of offset, counterclaim, or deduction exists;
- (ix) no party to any Lease has received written notice of any, and to the Knowledge of the Company, there are no existing or pending zoning, land use, eminent domain, condemnation, or other similar proceedings with respect to the Leased Real Property;
- (x) neither the Leased Real Property nor any portion thereof is now damaged or injured as a result of any fire, explosion, accident, flood, or other casualty, whether or not covered by insurance, and the Company has not received any notice from any insurance company or bonding company of any defects or inadequacies in the Leased Real Property (or any portion thereof), which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges thereon or of any termination or threatened termination of any policy of insurance or bond;
- (xi) to the Knowledge of the Company, there are no actions pending, threatened against or affecting the Leased Real Property or any portion thereof or interest therein;
- (xii) the Leased Real Property's buildings, structures, facilities, and other improvements located thereon, are structurally sound, in good operating condition and repair, free of material defects, and suitable for their current uses. None of the aforementioned require maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost;
- (xiii) except as and to the extent disclosed to Buyer, all water, sewer, gas, electric, telephone, cable, drainage, and other utilities required by law or currently used in the operation and maintenance of the Leased Real Property are installed across public property or through valid easements up to the boundary lines of the Leased Real Property and are connected under valid Permits. To the Company's Knowledge, there is no pending or threatened termination of any such utility services; and all facilities on the Leased Real Property that are used in connection with such utility services are adequate for serving the Leased Real Property and are in good operating condition and repair;

(xiv) the use and operation of the Leased Real Property in the conduct of the Business do not materially violate any Law, covenant, condition, restriction, easement, license, Permit, or agreement; and

(xv) there are no defaults beyond any applicable notice or cure periods under any covenant, condition, restriction, right of way, easement, license, or Lien affecting all or any portion of the Leased Real Property or any leasehold interest therein and to the Knowledge of the Company, there is no condition or event that, with notice or lapse of time, or both, would constitute such a default.

(c) The Company has good title to, or a valid leasehold interest in, all of the material tangible personal property and assets used by it, held for use in, or necessary for the conduct of the Business as conducted on the date hereof, free and clear of any Liens. The material items of tangible personal property owned or leased by the Company, excluding any buildings, fixtures, or other improvements on the Leased Real Property, are, overall, in good working order and condition for their age and intended use, reasonable wear and tear excepted. The properties and assets of the Company (including the Leased Real Property) are all the properties and assets (real, personal, tangible, and intangible) used or held for use by the Company in the conduct of the Business as currently and as proposed to be conducted, and are sufficient for the Company to operate the Business immediately after the Closing in the same manner as prior to the Closing.

### 3.11. **Labor and Employment Matters.**

(a) The Company is in compliance in all material respects with all applicable Laws relating to employment and employment practices. These include terms and conditions of employment, wages and hours, immigration (including the completion of Forms I-9 for all employees and the proper confirmation of employee visas), employment harassment, discrimination or retaliation, whistleblowing, disability rights or benefits, equal opportunity, plant closures and layoffs (including WARN), employee trainings and notices, workers' compensation, labor relations, employee leave issues, COVID-19, diversity, unemployment insurance, and worker and employee misclassification. To the Company's Knowledge, there are no pending or threatened claims or investigations by any Governmental Authority with respect to the employment or termination of any employee of the Company.

(b) The Company is not a party to, bound by, or negotiating any Labor Agreement or understanding with a labor union or labor organization, and no employees of the Company are represented by any labor union, works council, or other labor organization. The Company has not been subject to any written charge, demand, petition, or representation proceeding seeking to compel, require, or demand it to bargain with any labor union or labor organization, nor is there any such matter pending or, to the Company's Knowledge, threatened in writing. To the Company's Knowledge, no labor organizing activities have occurred with respect to any employees of the Company. There have been no actual or, to the Knowledge of the Company, threatened unfair labor practice charges, material labor grievances, labor arbitrations, material labor strikes, disputes, walkouts, work stoppages, slowdowns, picketing, handbilling, lockouts, or any other material labor disputes against, affecting, or involving the Company.

(c) Except as would not result in material liability for the Company: (i) the Company has fully and timely paid all wages, salaries, wage premiums, commissions, bonuses, severance and termination payments, fees, and other compensation that have become due and payable to their current or former employees and independent contractors under applicable Law, Contract or Company policy; and (ii) each individual who is providing or has provided services to the Company and is or was classified as an independent contractor, consultant, leased employee, or other non-employee service provider has been properly classified and treated as such for all applicable purposes.

(d) With respect to the transactions contemplated by this Agreement, the Company has satisfied in all material respects any notice, consultation, or bargaining obligations owed to their employees or their employees' representatives under applicable Law, Labor Agreement, or other Contract.

(e) To the Knowledge of the Company, no current or former employee or independent contractor of the Company is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, nonsolicitation agreement, restrictive covenant, or other obligation (i) owed to the Company or (ii) owed to any third party with respect to such person's right to be employed or engaged by the Company.

(f) The Company has promptly, thoroughly, and impartially investigated all sexual or other harassment, discrimination, and retaliation allegations of which any of them is aware. With respect to any such allegation with potential merit, the Company has taken prompt corrective action that is reasonably calculated to prevent further improper action. The Company does not reasonably expect any material Liabilities with respect to any such allegations and are not aware of any allegations relating to officers, directors, employees, contractors, or agents of the Company, that, if known to the public, would bring the Company into material disrepute.

### 3.12. **Contracts and Commitments.**

(a) **Section 3.12 of the Company Disclosure Schedules** sets forth a list of the following Contracts to which the Company is a party:

(i) any partnership, joint venture, or similar Contract that involves the sharing of profits or losses;

(ii) any Contract with a Significant Customer or Significant Supplier;

(iii) any Labor Agreement;

(iv) any employment, severance, incentive compensation, retention, change of control, or consulting Contract with any current director, officer, or employee requiring an annual payment of cash compensation (excluding non-guaranteed sales commissions) in excess of \$100,000 (or, in the case of a severance, incentive compensation, retention or change of control agreement, an aggregate payment in excess of \$100,000);

(v) any Contract with another Person concerning confidentiality or non-competition materially limiting or restricting the ability of the Company to enter into or engage in any market or line of business or otherwise including provisions on joint price-fixing, “most favored nation”, market or customer sharing, exclusivity or market classification;

(vi) any Contract for the sale of any of the assets of the Company, other than in the Ordinary Course of Business;

(vii) any Contract relating to the acquisition by the Company of any operating business or the assets or capital stock of any other Person, other than in the Ordinary Course of Business;

(viii) any agreement relating to the incurrence, assumption, surety or guarantee of any Indebtedness (excluding any agreement to guarantee lease payments of the Company) or to mortgaging, pledging or otherwise placing a Lien (other than a Permitted Lien) on any portion of the assets of the Company;

(ix) any Contract under which the Company has made advances or loans to any other Person (which shall not include advances made to an employee of the Company in the Ordinary Course of Business);

(x) any Contract relating to the settlement, conciliation or similar agreement with any Governmental Authority of any claim or action or pursuant to which the Company will have any material outstanding obligation after the date of this Agreement;

(xi) any Contract with a Governmental Authority or pursuant to which the Company participates in any program involving a Governmental Authority;

(xii) any Contract pursuant to which the Company is granted a lease in, a sublease in, or the right to use or occupy any Leased Real Property facility;

(xiii) any Contract that requires a consent to or otherwise contains a provision relating to a “change of control,” or that would give rise to any acceleration or additional rights or obligations under such Contract or prohibit or delay the consummation of the transaction contemplated by this Agreement;

(xiv) any other Contract that (A) involves a future or potential Liability or receivable, as the case may be, in excess of \$50,000 on an annual basis or in excess of \$250,000 over the current Contract term or (B) has a term greater than one year and cannot be cancelled by the Company, as applicable, without penalty or further payment and without more than thirty (30) days’ notice;

(xv) Contracts under which the Company is a licensor or otherwise grants to a third party any rights to use any Intellectual Property (other than Intellectual Property licensed to customers on a non-exclusive basis in the Ordinary Course of Business);

(xvi) any other agreement (not described in clauses (i) to (xvii) above) the termination of which would reasonably be expected to have a Company Material Adverse Effect.

(b) Each of the Contracts set forth or required to be set forth on **Section 3.12 of the Company Disclosure Schedules** is in full force and effort, is the legal, valid, and binding obligation of the Company, as applicable, enforceable against it in accordance with its terms. To the Company's Knowledge, each of the Contracts listed on **Section 3.12 of the Company Disclosure Schedules** is valid, binding and enforceable against the other parties thereto in accordance with their terms and the Company, nor, to the Knowledge of the Company, any other party to any such agreement, is in breach or default in any material respect under any such agreement. The Company has made available to Buyer a copy of each written, and a summary of the material terms of each non-written, agreement set forth or required to be set forth on **Section 3.12 of the Company Disclosure Schedules**.

### 3.13. **Intellectual Property.**

(a) **Section 3.13(a) of the Company Disclosure Schedules** sets forth a complete and accurate list of all Registered Intellectual Property, in each case listing, as applicable (i) the name of the applicant/registrant and current owner, (ii) the jurisdiction where the application/registration is located (or, for Domain Names, the applicable registrar), (iii) the application or registration number, (iv) the filing date and issuance/registration/grant date, and (v) the prosecution status. All Registered Intellectual Property is valid, subsisting, and enforceable, and has not been abandoned or passed into the public domain. The Company solely and exclusively owns all right, title, and interest in and to the Company Owned IP free and clear of all Liens. **Section 3.13(a) of the Company Disclosure Schedules** also contains a complete and accurate list of all material Trademarks used or held for use by the Company that are not registered or the subject of Trademark registrations.

(b) (i) all necessary registration, maintenance, and renewal fees with respect to the Registered Intellectual Property have been paid, and all necessary affidavits, responses, recordations, certificates and other documents have been filed for the purposes of obtaining, maintaining, perfecting, preserving and renewing such Registered Intellectual Property; (ii) there are no actions that must be taken within one hundred twenty (120) days following the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any affidavits, responses, recordations, certificates, or other documents, for the purposes of obtaining, maintaining, perfecting, preserving, or renewing any Registered Intellectual Property; and (iii) to the Knowledge of the Company, each item of Registered Intellectual Property has been prosecuted in compliance in all material respects with all applicable rules, policies, and procedures of the applicable Governmental Authority.

(c) The Company or the conduct of the Business, as previously or currently conducted or as currently proposed to be conducted, does not (i) infringe, misappropriate, dilute, use, or disclose without authorization, or otherwise violate any Intellectual Property Rights of any Person, or has done, will do, or contribute to any of the foregoing, or (ii) constitute, has constituted, or will constitute unfair competition or trade practices under any applicable law. As of the date of this Agreement, no Person has threatened or asserted against the Company any claim of infringement, misappropriation, or other violation of any Intellectual Property Rights. To the Knowledge of the Company, no Person has infringed, misappropriated, diluted, or otherwise violated, or is currently infringing, misappropriating, diluting, or otherwise violating, any Company Owned IP. Neither the Company nor Seller has received or issued any written notice of any actual, alleged, or suspected infringement or misappropriation of any Company Owned IP, nor is the Company or Seller aware of facts that would support the receipt or issuance of such a notice.

(d) Neither the execution, delivery, and performance of this Agreement, nor the other transaction documents contemplated hereby to which the Company is a party, nor such other agreements, documents, and instruments to be executed and delivered after the date hereof, nor the consummation of the transactions contemplated by this Agreement, nor any Contract to which the Company is a party or otherwise bound, will cause or require (or purport to cause or require) Buyer or any of its Affiliates to (i) grant to any other Person any license, covenant not to sue, immunity, or other right with respect to or under any of Buyer's or its Affiliates' Intellectual Property or Intellectual Property Rights; or (ii) be obligated to pay any royalties or other amounts, or offer any discounts, to any other Person. The Company Owned IP constitutes all of the Intellectual Property and Intellectual Property Rights used, held for use, or practiced by the Company, including all such Intellectual Property and Intellectual Property Rights incorporated into, or used in connection with the design, research, development, manufacturing, marketing, advertising, promotion, sale, licensing, distribution, delivery, or provision of the Company Services or otherwise necessary and sufficient for the conduct of, or used, held for use, or practiced in connection with, the Business. The Company has not assigned, transferred, sold, conveyed, or exclusively licensed any Intellectual Property Rights used, practiced, or necessary or desirable for the conduct of, or in connection with, the Business.

(e) All Persons who have been involved in the authorship, invention, or other development of any Intellectual Property or Intellectual Property Rights for or on behalf of the Company (each, a "Contributor"), including present or former employees, officers, consultants, and contractors, have entered into a valid and enforceable written invention assignment agreement with the Company that effectively and validly assigns to the Company all Intellectual Property and Intellectual Property Rights authored, invented, or otherwise developed by such Contributor. No Contributor has (or, to the Company's Knowledge, purports to have) any ownership, license, or other right, title, or interest in any Company Owned IP or in any modifications, derivatives, or improvements thereof. The Company or any Contributor has not done, or failed to do, any act or thing which may prejudice the validity or enforceability of the Company Owned IP.

(f) The Company has taken steps consistent with generally accepted industry standards, and in any event no less than reasonable steps, to safeguard and maintain the secrecy and confidentiality of, and its proprietary rights in, all Trade Secrets included in the Company Owned IP. The Company has not authorized the disclosure of any such Trade Secret, nor to the Company's Knowledge has any such Trade Secret been disclosed, other than pursuant to a valid and enforceable confidentiality agreement with respect thereto. The Company has no Knowledge of any misappropriation or unauthorized disclosure of any such Trade Secret, or breach of any obligations of confidentiality with respect to any such Trade Secret.



(g) There have been no claims, allegations, investigations, inquiries, or complaints by any Person against the Company relating to the Company's privacy or data security practices.

3.14. **Environmental Matters.** The Company is in compliance with all Environmental Laws applicable to its operations and use of the Leased Real Property, except where the failure to comply would not, individually or in the aggregate, (i) subject the Company to any material Liability or (ii) adversely affect in any material respect the Company's ability to conduct the Business immediately after the Closing as presently conducted. The Company has obtained and is in compliance with all Permits required under Environmental Laws for the operation of the Business as presently conducted, except where the failure to obtain or comply would not, individually or in the aggregate, (x) subject the Company to any material Liability or (y) adversely affect in any material respect the Company's ability to conduct the Business immediately after the Closing as presently conducted. The Company does not generate, transport, treat, store, or dispose of any Hazardous Material, except in compliance in all material respects with all Environmental Laws, and, to the Company's Knowledge, there has been no Release of any Hazardous Material at or on the Leased Real Property that requires remediation or that requires the Company to take due diligence actions pursuant to any Environmental Law. Except for those matters that have been resolved or are otherwise no longer pending on the date of this Agreement, the Company has not (A) received any written request for information, notice, demand letter, administrative inquiry or written complaint or claim under any Environmental Law, (B) been subject to or, to the Company's Knowledge, threatened in writing with, any governmental or citizen enforcement action or claim with respect to any Environmental Law, or (C) received written notice of any unsatisfied Liability under any Environmental Law.

3.15. **Insurance.** The Company has maintained insurance coverage with reputable and financially sound insurers, or maintained self-insurance practices that, taken together, has provided insurance coverage for the Business for all material risks to which the Company is normally exposed. **Section 3.15 of the Company Disclosure Schedules** sets forth a list of the insurance policies held by, or for the benefit of, the Company (the "**Insurance Policies**"). Each Insurance Policy is in full force and effect as of the date hereof, and all premiums have been paid in full, and the Company is not in breach or default in any material respect with respect to any Insurance Policy, and has not taken any action or failed to take any action which (with or without notice or lapse of time, or both) would constitute such a breach or default, or would permit termination or modification of, any Insurance Policy. As of the date hereof, no written notice of cancellation, termination or non-renewal has been received with respect to any such Insurance Policy.

3.16. **Customers and Suppliers.** No Significant Customer or Significant Supplier has (i) stopped or materially decreased the rate or volume of purchasing or supplying materials, products, or services from or to the Company, or (ii) requested a change in terms or prices set forth in the applicable Contract between such Person and the Company, in each case during the twelve (12) month period immediately prior to the Closing Date. To the Knowledge of the Company, no Significant Customer or Significant Supplier has indicated that it will or intends to (A) stop, or materially decrease the rate or volume of, purchasing or supplying materials, products, or services from or to the Company, or (B) request a change in terms or prices set forth in the applicable Contract between such Person and the Company.

3.17. **Compliance with Laws.**

(a) The Company is not in default or violation of any Law or Governmental Order that is applicable to the Company or by which any property or asset of the Company is bound, except for any such conflicts, defaults, or violations that would not, individually or in the aggregate, reasonably be expected to (i) subject the Company to any material Liability or (ii) adversely affect in any material respect the Company's ability to conduct the Business immediately after the Closing as presently conducted. The Company has no Knowledge of any allegation of any default or violation with any such Law or Governmental Order. The Company's directors, managers, officers, employees, or agents have not made any bribes, kickbacks, or other illegal payments. The Company has been in material conformity with all applicable contractual commitments and all express and implied warranties. All of the services of the Company have been provided, in all material respects, in conformity with all applicable Laws, contractual commitments, Permits, and licenses applicable to or held by the Company and all express and implied warranties given by the Company.

(b) The Company holds and is in compliance with all Permits required under all Laws in connection with the conduct of the Business as presently conducted, except where the failure to hold or comply would not, individually or in the aggregate, reasonably be expected to (i) subject the Company to any material Liability or (ii) adversely affect in any material respect the Company's ability to conduct the Business immediately after the Closing as presently conducted. No loss or expiration of any such Permit is pending or, to the Company's Knowledge, threatened, other than the expiration in accordance with the terms thereof of Permits that may be renewed in the Ordinary Course of Business without lapsing.

3.18. **No Brokers.** The Company has not entered into any contract, arrangement or understanding with any Person or firm that may result in the obligation of such entity or Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the transactions contemplated hereby.

3.19. **Related Party Transactions.** Except as set forth on **Section 3.19 of the Company Disclosure Schedules**, no executive officer, director or Affiliate of the Company: (a) has, to the Knowledge of the Company, any interest in any property (real, personal or mixed and whether tangible or intangible) used in or pertaining to the Business; (b) to the Knowledge of the Company, owns, of record or as a beneficial owner, a material equity interest or any other financial interest in a Person that has material business dealings with the Company; (c) is a party to any agreement with, or has any claim or right against the Company (except for employment contracts and claims thereunder or under any Benefit Plan); (d) is owed any money by the Company other than (i) Indebtedness being repaid at the Closing or (ii) for services rendered or reimbursable expenses; (e) owes any money to the Company, except for advances made in the Ordinary Course of Business; or (f) has provided a personal guarantee to third parties in favor of the Company. Except as set forth on **Section 3.19 of the Company Disclosure Schedules**, the Company does not have any Liability or any other obligation of any nature whatsoever to any related party, except for employment-related Liabilities and obligations incurred in the Ordinary Course of Business.

3.20. **Officers, Directors and Bank Accounts, Section 3.20 of the Company Disclosure Schedules** sets forth (a) all officers and directors of the Company and (b) each bank, deposit, lock-box or cash collection account of the Company, including the title and number of the account and the financial or other institution at which it is located.

3.21. **Disclaimer of Other Representations and Warranties.**

(a) NEITHER THE COMPANY NOR ANY OF ITS REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE COMPANY OR THE BUSINESS OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS CONTEMPLATED HEREBY.

(b) Notwithstanding anything to the contrary in this Agreement, nothing in this Section 3.21 shall constitute, or be deemed or construed to be, a waiver or release by or on behalf of Buyer, or otherwise limit the right of Buyer or any other Person to bring a claim against any Person relating to Fraud in connection with this Agreement or the transactions contemplated hereby.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth on the Company Disclosure Schedules, Seller hereby represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the date hereof except to the extent that a representation or warranty in this Article IV expressly states that such representation or warranty is made only as of an earlier date:

4.1. **Ownership.** The Shares are owned of record and beneficially by Seller free and clear of Liens, other than transfer restrictions imposed on equity securities by securities Laws. Seller has not granted any option or right and is not a party to or bound by any Contract that requires, or upon the passage of time, the payment of money or occurrence of any other event, would require, Seller to transfer any of the Shares to anyone other than Buyer.

4.2. **Validity and Enforceability.** Seller has the authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, the performance by Seller of its obligations hereunder, and the consummation of the transactions contemplated hereby have been duly authorized by Seller. This Agreement has been duly executed and delivered by Seller and (assuming the due authorization, execution and delivery of this Agreement by Buyer and the Company), constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

4.3. **Non-Contravention.** The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereunder in accordance with the terms and conditions of this Agreement will not, with or without the giving of notice or the lapse of time, or both, (a) violate any Law or Governmental Order applicable to Seller, (b) result in the creation or imposition of any Lien (except for Permitted Liens) with respect to, or otherwise have an adverse effect upon, the Shares or the properties or assets of the Company, or (c) result in a breach of or constitute a default under, or require the consent of any third party that has not been obtained under, any Contract to which Seller or the Company is a party or by which it may be bound, except for violations, breaches, defaults or required consents that in the aggregate would not reasonably be expected to materially and adversely affect Seller's ability to consummate the transactions contemplated hereunder in accordance with the terms and conditions of this Agreement and would not prevent Seller from performing in all material respects any of his obligations under this Agreement. No filing by Seller with, and no Permit, in each case, of or with respect to Seller, of any Governmental Authority is necessary for the consummation by Seller of the transactions contemplated hereby.

4.4. **Litigation.** There is no Litigation pending or, to the knowledge of Seller, threatened against or affecting Seller, by or before any Governmental Authority, arbitrator or any other Person, which could adversely affect Seller's performance under this Agreement, any other transaction document to which Seller is a party or the consummation of the transactions contemplated hereby and thereby.

4.5. **Approvals.** The execution and delivery of this Agreement by Seller does not, and the performance of this Agreement by Seller will not, require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority or other Person under any Law or Contract.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to the Company and Seller that the statements contained in this Article V are true and correct as of the date hereof except to the extent that a representation or warranty in this Article V expressly states that such representation or warranty is made only as of an earlier date:

5.1. **Organization.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of North Carolina. Buyer is duly qualified or licensed to do business, and is in good standing, as a corporation in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary, except where the failure to so qualify or be licensed would not have a Buyer Material Adverse Effect. Buyer has full corporate power and authority to conduct its business as it is now being conducted and to own, operate or lease the properties and assets it currently owns, operates, or holds under lease.

5.2. **Authorization.** Buyer has the full corporate power to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby on the part of Buyer. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution, and delivery by the Company and Seller) constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3. **No Violation**. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereunder in accordance the terms and conditions of this Agreement, do not and will not (a) violate or conflict with any of Buyer's Organizational Documents, (b) conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, give rise to a right of termination of, or require any notice or approval under, any Contract to which Buyer is a party or by which Buyer's assets are bound or (c) conflict with or violate any Law or Governmental Order applicable to Buyer, except in the cases of clauses (b) and (c), such conflicts, breaches or defaults as would not be reasonably expected to have a Buyer Material Adverse Effect.

5.4. **Approvals**. The execution and delivery of this Agreement by Buyer do not, and the performance of this Agreement by Buyer will not, require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority or other Person under any Law or Contract that has not been received or made.

5.5. **Investment Intention**. Buyer is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act) thereof. Buyer understands that none of the Shares have been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

5.6. **No Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or its Affiliates.

5.7. **Solvency**. Assuming (a) the truth and accuracy of the representations and warranties of the Company and Seller set forth herein, and (b) the performance by the Company and Seller of their respective obligations under this Agreement, immediately after giving effect to the transactions contemplated by this Agreement, Buyer and the Company shall (i) be able to pay their debts as they become due and shall own property having a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) and (ii) have adequate capital to carry on the Business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyer or the Company.

5.8. **Litigation**. There is no action or proceeding by or before any Governmental Authority pending against or affecting Buyer or its Affiliates that could adversely affect in any material respect the transactions contemplated hereby.

5.9. **No Other Representations** Buyer acknowledges and agrees that the representations and warranties set forth in this Agreement (as qualified by the Company Disclosure Schedules) supersede, replace and nullify in every respect the data set forth in any other document, material or statement, whether written or oral, made available to Buyer and that all other representations, warranties and statements of any kind or nature expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or Liabilities of the Company, or the quality, quantity or condition of their assets) are specifically disclaimed by the Company and Seller. Notwithstanding anything to the contrary in this Agreement, nothing in this Section 5.9 shall constitute, or be deemed or construed to be, a waiver or release by or on behalf of Buyer, or otherwise limit the right of Buyer or any other Person to bring a claim against any Person relating to Fraud in connection with this Agreement or the transactions contemplated hereby.

## ARTICLE VI COVENANTS

6.1. **Confidentiality.** Seller shall not, and shall not permit its Affiliates, trustees, advisors, representatives, and agents to, disclose the terms and provisions of any transaction documents contemplated by this Agreement or the transactions contemplated by this Agreement (including the fact that the transactions contemplated hereby have been consummated) without the prior written consent of Buyer. Following the Closing, Seller shall treat and hold as confidential any information concerning the Business or the affairs of the Company, including the terms and provisions of the transaction documents contemplated hereby, that is not already generally available to the public (the "Confidential Information") and refrain from using any of the Confidential Information except in connection with the transactions contemplated hereby, and deliver promptly to Buyer or destroy (at its discretion), at the request of Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in its possession or under its control; provided, that Seller may, with prior notice to Buyer (if permitted by applicable law), disclose the Confidential Information to the extent necessary to complete federal, state or local income Tax Returns or as otherwise required by applicable Law.

6.2. **Press Releases.** The Parties agree that no press release or other public announcement of the transactions contemplated by this Agreement shall be made without the prior written consent of Buyer.

6.3. **Books and Records.** Buyer shall, and shall cause the Company to, until the seventh (7<sup>th</sup>) anniversary of the Closing Date, retain all books, records and other documents pertaining to the Business in existence on the Closing Date and to make the same available for inspection and copying by Seller or any of its representatives at the expense of Seller during the normal business hours of Buyer and the Company, upon reasonable written request and upon reasonable notice.

6.4. **Tax Matters.**

(a) After the Closing Date, Buyer and Seller shall provide each other with reasonable cooperation in connection with the preparation of Tax Returns of the Company, and shall make available to the other as reasonably requested, all information, records or documents relating to Tax liabilities or potential Tax liabilities of or with respect to the Company for all Pre-Closing Tax Periods and shall preserve all such information, records and documents until the later of the expiration of any statute of limitations or extensions thereof, or a final determination with respect to Taxes for such period. Buyer shall promptly provide Seller with copies of all documents, correspondence and notices received from any Taxing Authority relating to any Tax Proceeding for any Pre-Closing Tax Period or Straddle Period that relates to or could reasonably be expected to affect a Tax Return of the Company. The Parties further agree, upon request, to use their reasonable best efforts to obtain any certificate or other document from any Person as may be necessary or appropriate to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

(b) Seller and Buyer will, unless prohibited by applicable Law, close the taxable period of the Company as of the close of business on the Closing Date. If applicable Law does not permit the Company to close its taxable year on the Closing Date or in any case in which a Tax is assessed with respect to a Straddle Period, the Taxes, if any, attributable to such a period shall be allocated to (i) Seller for the period up to and including the Closing Date, and (ii) Buyer for the period subsequent to the Closing Date. Any allocation of income or deductions required to determine any Taxes attributable to a Straddle Period shall be made by means of a closing of the books and records of the Company as of the close of the Closing Date, provided that any real property, personal property and other Taxes not imposed on the basis of income or receipts shall be allocated between the period ending on the Closing Date and the period after the Closing Date in proportion to the number of days in each such period.

(c) All transfer, documentary, sales, use, stamp, registration, recording and other similar Taxes and fees (including any penalties and interest) that are imposed on any of the Parties by any Taxing Authority in connection with the transactions contemplated by this Agreement and all expenses of filing Tax Returns with respect to such Taxes and fees shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(d) Buyer shall promptly notify Seller in writing upon receipt by Buyer, the Company of written notice of any pending or threatened audit, examination or other administrative or judicial proceeding, contest, assessment, notice of deficiency or other adjustment or proposed adjustment relating to any and all Taxes of the Company for which Seller may have an indemnification obligation under this Agreement (a "Tax Proceeding"). Any such Tax Proceeding shall be controlled by Buyer; provided, however, that Seller shall have the right to participate in such proceedings, including through separate counsel of its own choosing at its sole cost and expense, and Buyer shall use commercially reasonable efforts to provide Seller with such participation rights; provided, that, Buyer shall, after consultation with Seller, have the right to control such proceeding. For purposes of this Section 6.4(d), participation rights shall include the right to: (i) receive reasonable advance notice of any meetings, hearings or proceedings; and (ii) review in advance and comment on any pleadings, briefs or other documents to be filed.

6.5. **Release by Seller.** Effective immediately upon the Closing, Seller, for itself and its Affiliates, successors and assigns, hereby irrevocably and unconditionally release and forever discharge Buyer, the Company and their respective partners, shareholders, members, heirs, executors, beneficiaries, administrators, successors and assigns from any and all claims, charges, complaints, causes of action, damages, agreements and liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising on or prior to the Closing Date; provided, that: (a) nothing contained in this Section 6.5 shall release Buyer or the Company from their obligations and Liabilities under (i) this Agreement or (ii) any agreement between Seller and the Company that specifically and unequivocally survives the Closing hereunder and is disclosed on Section 3.19 of the Company Disclosure Schedules, if any; and (b) this release shall only relate to those claims arising in its entirety from conduct occurring on or before the Closing.

**ARTICLE VII**  
**SURVIVAL; INDEMNIFICATION**

7.1. **Survival(a)** . The representations, warranties and covenants set forth in this Agreement shall survive the Closing (regardless of any investigation by or on behalf of the damaged Party or the knowledge of any Party) and shall continue in full force and effect until the date that is twelve (12) months after the Closing Date; provided, that (a) the Fundamental Representations, other than Section 3.8 (Taxes) and Section 3.9 (Employee Benefit Plans), shall survive until the date that is six (6) years after the Closing Date, (b) Section 3.8 (Taxes) and Section 3.9 (Employee Benefit Plans) shall survive for sixty (60) days after the date of the expiration of the applicable statute of limitations, and (c) all covenants and agreements contained in this Agreement that contemplate performance thereof following the Closing or otherwise expressly by their terms survive the Closing will survive the Closing until performed in accordance with their terms. Notwithstanding anything in this Section 7.1 to the contrary, in the event that any breach of any representation or warranty by the Company or Seller results from such Party's Fraud, such representation or warranty shall survive indefinitely and continue in full force and effect without any time limitation with respect to such breach.

7.2. **Indemnification.**

(a) Seller shall indemnify and hold harmless Buyer and its Affiliates (including the Company) and their respective officers, directors, shareholders, members, employees, successors and permitted assigns (collectively, the "Buyer Indemnified Parties"), against any Loss which they may suffer, sustain or become subject to as the result of (i) any breach of any representation or warranty set forth in Article III or Article IV, (ii) any breach by Seller of any covenant or agreement made by Seller contained in this Agreement or in any other transaction document contemplated by this Agreement, (iii) any Indebtedness of the Company.

(b) Buyer shall indemnify and hold harmless Seller against any Loss which Seller may suffer, sustain or become subject to as the result of (i) any breach by Buyer of any representation or warranty set forth in Article V or (ii) any breach by Buyer of any covenant or agreement made by Buyer contained in this Agreement or any other transaction document contemplated by this Agreement.



(c) Any Party making a claim for indemnification under this Article VII (an “Indemnified Party.”) must give Seller, in the case of a claim made by a Buyer Indemnified Party, or Buyer, in the case of a claim made by Seller (the “Indemnifying Party.”), written notice of such claim describing such claim and the nature and amount of the Loss, to the extent determinable at such time (a “Claim Notice”), within thirty (30) days after the Indemnified Party receives notice from a third party with respect to any such claim (a “Third Party Claim”) or otherwise discovers the Liability, obligation or facts giving rise to such claim; provided, that the failure to notify or delay in notifying the Indemnifying Party will not relieve the Indemnifying Party of its obligations under this Article VII, except to the extent such Indemnifying Party is materially prejudiced as a result thereof. Within thirty (30) days after receipt of a Claim Notice with respect to a Third Party Claim, the Indemnifying Party may assume the defense of such matter; provided, that (i) the Indemnified Party may participate in the defense of such claim, at its own expense, with co-counsel of its choice to the extent that the Indemnified Party believes, in its sole discretion, that such matter shall affect its ongoing business and (ii) the Indemnifying Party may not consent to the entry of any judgment with respect to the matter or enter into any settlement with respect to the matter which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all Liability and obligations with respect thereto; provided, further, to the extent such Third Party Claim is related to Taxes, this Section 7.2(c) shall not apply to such Third Party Claim (which, for the avoidance of doubt, shall be governed by Section 6.4). If, within such thirty (30) day period, the Indemnifying Party does not assume the defense of such matter, the Indemnified Party may defend against the matter in any manner that it reasonably may deem appropriate and may consent to the entry of any judgment with respect to the matter or enter into any settlement with respect to the matter without the consent of the Indemnifying Party. The Indemnified Party shall cooperate with the Indemnifying Party in all matters arising under this Article VII and use commercially reasonable efforts to minimize the amount of all Losses to the extent required by Law.

(d) Seller hereby agrees, on behalf of itself and its Affiliates, that Seller will not make any claim for indemnification against the Company or any of its respective Affiliates by reason of the fact that any of such Persons was an shareholder, partner, director, manager, officer, employee or agent of the Company or any of its Affiliates or was serving at the request of the Company or any of its Affiliates as a partner, trustee, manager, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by any Buyer Indemnified Party against Seller (whether such action, suit, proceeding, complaint, claim or demand is pursuant to this Agreement, applicable Law or otherwise).

**ARTICLE VIII  
GENERAL PROVISIONS**

8.1. **Notices.** All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) or email transmission (with confirmed receipt) to the Parties at the following addresses (or at such other address for a Party as specified by like notice):

If to Seller or the Company (prior to the Closing), to:

Edward Transit Express Group, Inc.  
15000 Staff Ct.  
Gardena, CA 90248  
Attn: Juguang Zhang; Franky Zhang  
Email: [\*];

If to Buyer or the Company (after the Closing), to:

Cheetah Net Supply Chain Service Inc.  
6201 Fairview Rd. Ste 225  
Charlotte, NC 28210  
Attention: Alisha Li  
E-mail: [\*]

with a copy (which shall not constitute notice) to:

Cozen O'Connor  
175 Greenwich St 55th Floor  
New York, NY 10007  
Attention: Eric Huang  
E-mail: [\*]

8.2. **Schedules.** Headings and subheadings have been inserted in the Company Disclosure Schedules for convenience of reference only and shall not have the effect of amending or changing the express description thereof as set forth in this Agreement. Disclosure of any fact or item in this Agreement or any Company Disclosure Schedule referenced by a particular Section in this Agreement shall be deemed to have been disclosed with respect to every other Section in this Agreement to the extent that it is reasonably apparent from the face of such disclosure that such disclosure would apply to such other Sections. The inclusion of any specific item in any Company Disclosure Schedule is not intended to imply that the item so included or other items are or are not material or are or are not outside the Ordinary Course of Business, and no Party shall use the fact of the inclusion of any such item in any Company Disclosure Schedule in any dispute between the Parties as to whether any obligation, item or matter is or is not required to be disclosed (including whether such amounts or items are or are not material) or may constitute an event or condition which could be considered to be or result in a Company Material Adverse Effect. No disclosure on a Company Disclosure Schedule admitting or indicating a possible breach or violation of any contract, law or order shall be construed as an admission or indication that an actual breach or violation exists, has actually occurred or will occur. The Parties do not assume any responsibility to any Person that is not a Party to this Agreement for the accuracy of any information set forth in the Company Disclosure Schedules. Subject to applicable Law, the information on the Company Disclosure Schedules is disclosed in confidence for the purposes contemplated in this Agreement and is subject to the confidentiality provisions of any other agreements, including the Confidentiality Agreement, entered into by the Parties or their Affiliates. In disclosing the information in the Company Disclosure Schedules, each Party expressly does not waive any attorney client privilege associated with such information or any protection afforded by the work product doctrine with respect to any of the matters disclosed therein.

8.3. **Assignment.** Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Parties; provided, however, that Buyer and, following the Closing, the Company, may assign or delegate this Agreement or any of their rights, interests or obligations hereunder without such required consent to any of their Affiliates, and/or to any of their or their Affiliates' financing sources (or to any assignee(s) or successors of any such financing sources, including in connection with any refinancing of such indebtedness), which assignment or delegation shall not relieve such assigning Party of its obligations hereunder.

8.4. **Severability.** If any provision of this Agreement, or the application thereof to any Person or circumstance, is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. The Parties further agree to negotiate in good faith to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.

8.5. **Fees and Expenses.** Except as otherwise set forth in this Agreement, each of Buyer, on the one hand, and the Company and Seller, on the other hand, shall bear their own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement. Buyer shall pay any and all expenses relating to the purchase, including any underwriting fees and other costs and expenses relating thereto (whether incurred before or after the date of this Agreement).

8.6. **Choice of Law; Consent to Jurisdiction.** All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the internal Laws of the State of North Carolina, without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any United States Federal or State court located in the State of North Carolina (collectively, the "Chosen Courts") for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Chosen Courts and agrees not to plead or claim in any Chosen Court that such litigation brought therein has been brought in any inconvenient forum. Each of the Parties agrees that service of process may be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to the preceding sentence shall have the same legal force and effect as if served upon such Party personally within the State of North Carolina.

8.7. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.8. **Amendment and Waiver.** This Agreement may be amended by the Parties by an instrument in writing signed on behalf of each of the Parties at any time. Any agreement on the part of a Party to any waiver shall be valid only if set forth in a written instrument signed on behalf of the Party against which such waiver or extension is to be enforced. The waiver of any term or condition of this Agreement by a Party shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition by such Party, or a waiver of any other term or condition of this Agreement by such Party.

8.9. **No Agreement Until Executed.** Irrespective of negotiations among the Parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding among the Parties unless and until this Agreement is executed and delivered by the Parties.

8.10. **Miscellaneous and Further Assurances.** This Agreement, together with the Schedules (including the Company Disclosure Schedules) and Exhibits hereto, and any documents executed by the Parties simultaneously herewith or pursuant thereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written and oral, among the Parties with respect to the subject matter hereof, other than the Confidentiality Agreement, which shall survive the execution of this Agreement. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, successors and permitted assigns. As a material obligation of each party hereto to execute and deliver this Agreement, from time to time after the Closing, each party hereto shall at its own expense (a) cooperate with the other parties, (b) perform any further act and (c) execute and deliver such documents or instruments, in each case as may be reasonably requested by the other parties in order to effectuate the intent and purposes of this Agreement.

8.11. **Counterparts.** This Agreement may be executed in any number of counterparts (including via electronic transmission in portable document format (.pdf)) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. This Agreement shall become effective when, and only when, each Party shall have received a counterpart hereof signed by the other Party. Delivery of an executed counterpart hereof by means of electronic transmission in portable document format (.pdf) shall have the same effect as delivery of a physically executed counterpart in person.

8.12. **No Recourse Against Non-Recourse Parties.** Claims, obligations, liabilities or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are those solely of) the entities that are expressly identified as Parties in the preamble to this Agreement (“Contracting Parties”) and then only with respect to the specific obligations set forth herein with respect to such Party. No Person who is not a Contracting Party, including without limitation any Non-Recourse Party, shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action and obligations against any such Non-Recourse Party. Without limiting the foregoing, to the maximum extent permitted by Law: (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Recourse Party, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Recourse Party with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. The provisions of this Section 8.12 are intended to be for the benefit of, and enforceable by the Non-Recourse Parties and each such Person shall be a third party beneficiary of this Section 8.12.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Stock Purchase Agreement as of the date first above written.

**SELLER:**

JUGUANG ZHANG

/s/ Juguang Zhang

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**COMPANY:**

EDWARD TRANSIT EXPRESS GROUP, INC.

By: /s/ Franky Zhang

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Name: Franky Zhang

Title: General Manager

**BUYER:**

CHEETAH NET SUPPLY CHAIN SERVICE INC.

By: /s/ Huan Liu

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Name: Huan Liu

Title: President

*[STOCK PURCHASE AGREEMENT SIGNATURE PAGE]*

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**Schedule 2.2(d)(iii)**  
**(Third Party Consents)**

1. Consent pursuant to that certain Lease Agreement, dated April 22, 2013 and amended on May 7, 2018 and May 22, 2023, between SCI Ventures, Inc. and the Company.
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**EXHIBIT A**  
**(Form of Support and Restrictive Covenant Agreement)**

See attached.

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**AMENDMENT NO.1 TO STOCK PURCHASE AGREEMENT**

by and among

**EDWARD TRANSIT EXPRESS GROUP, INC.,**

**JUGUANG ZHANG,**

and

**CHEETAH NET SUPPLY CHAIN SERVICE INC.**

Dated as of January 29, 2024

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## AMENDMENT NO.1 TO STOCK PURCHASE AGREEMENT

This Amendment No.1, dated as of January 29, 2024 (this "Amendment"), to the Stock Purchase Agreement, dated as of January 24, 2024 (the "Agreement"), is made by and among Edward Transit Express Group, Inc., a California corporation (the "Company"), Juguang Zhang, a Chinese individual resident ("Seller"), and Cheetah Net Supply Chain Service Inc., a North Carolina corporation ("Buyer"). The Company, Seller, and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer's transfer agent cannot issue the Share Consideration to Seller on or prior to the Closing Date if the per share price of the Share Consideration is determined at 80% of the average closing price over the last ten (10) business days prior to the Closing Date pursuant to the Agreement;

WHEREAS, Section 8.8 of the Agreement permits the Parties to amend the Agreement by an instrument in writing signed on behalf of each of the Parties at any time;

WHEREAS, the Parties desire to confirm the amount hereto and amend the Agreement, in each case, as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements made herein and of the mutual benefits to be derived here from, the Parties agree as follows:

1.1. **Amendment of Section 1.1 "Closing Date" definition of the Agreement.** Section 1.1 "Closing Date" definition of the Agreement is amended and restated in its entirety as follows:

"Closing Date" means the earlier of (i) twenty (20) calendar days after the execution of this Agreement; or (ii) the date upon completion of the delivery of the documents and deliverables as contemplated in Section 2.2 herein."

1.2. **Amendment of Section 2.1 of the Agreement.** Section 2.1 of the Agreement is amended and restated in its entirety as follows:

**"Purchase; Calculation of Purchase Price.** Subject to the terms and conditions hereof, at the Closing, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall acquire from Seller, the Shares, free and clear of any Liens other than transfer restrictions imposed on equity securities by Securities Act or any other applicable securities Laws and Liens imposed by or in relation to Buyer, in consideration for the payment by Buyer to Seller of an aggregate amount of \$1,500,000 (the "Purchase Price"), which consists of (i) a cash consideration of \$300,000 (the "Cash Consideration"); plus (ii) a share consideration in the form of the issuance of Buyer's unregistered Class A common stock in an aggregate market value of \$1,200,000 (the "Share Consideration"), with the per share price being determined at 80% of the average closing price over the last ten (10) business days prior to the execution of the Agreement. For the avoidance of doubt, the Parties affirm that the per share price of the Share Consideration shall be calculated at 80% of the average closing price from January 9, 2024, to January 23, 2024. This computation yields a per share price of \$0.943152 (calculated as  $\$1.17894 \times 80\%$ ), resulting in a total of 1,272,329 Shares. The Parties explicitly agree to abide by the specified amount outlined above and expressly waive any claim to a Share quantity exceeding or falling below the aggregate market value of \$1,200,000 resulting from the aforementioned calculation."

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1.3. **Defined Terms; Conflict.** Capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement. In the event of any conflict between the Agreement and this Amendment, this Amendment will control.

1.4. **No Other Modification.** The Agreement shall not be modified by this Amendment in any respect except as expressly set forth herein.

1.5. **Effect of Amendment.** This Amendment shall form a part of the Agreement for all purposes, and each Party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the Parties hereto, any reference to the Agreement shall be deemed a reference to the Agreement as amended hereby.

1.6. **Governing Law.** All disputes, claims or controversies arising out of or relating to this Amendment, or the negotiation, validity or performance of this Amendment, or the transactions contemplated hereby shall be governed by and construed in accordance with the internal Laws of the State of North Carolina, without regard to its rules of conflict of laws.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**SELLER:**

JUGUANG ZHANG

/s/ Juguang Zhang

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**COMPANY:**

EDWARD TRANSIT EXPRESS GROUP, INC.

By: /s/ Franky Zhang

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Name: Franky Zhang

Title: General Manager

**BUYER:**

CHEETAH NET SUPPLY CHAIN SERVICE INC.

By: /s/ Huan Liu

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Name: Huan Liu

Title: President

*[AMENDMENT NO.1 TO STOCK PURCHASE AGREEMENT SIGNATURE PAGE]*

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### **Cheetah Net Supply Chain Service Inc. Signs Definitive Agreement to Acquire Edward Transit Express Group Inc.**

CHARLOTTE, January 30, 2024 (GLOBE NEWSWIRE) – Cheetah Net Supply Chain Service Inc. (“Cheetah” or the “Company”) (Nasdaq CM: CTNT) today announced that it has executed a definitive agreement and its amendment thereto (the “Agreement”) for the acquisition (the “Acquisition”) of Edward Transit Express Group Inc. (“Edward”), a California-based global inbound non-vessel operating common carrier specializing in ocean and air transportation services. This strategic move marks Cheetah’s inaugural investment in the logistics sector. The Acquisition is expected to close within 20 calendar days from the signing of the Agreement.

Chairman and CEO Tony Liu commented, “[w]ith the Agreement now executed, we look forward to closing the Acquisition and to integrating Edward’s operations into Cheetah as soon as possible. We expect Edward’s logistics and warehousing services to reduce Cheetah’s operating overhead and, more importantly, to jumpstart Cheetah’s ability to offer these services to third-party parallel-import dealers. The Acquisition begins a new chapter in Cheetah’s plans to become an international provider of comprehensive and integrated supply chain solutions.”

The total Acquisition cost includes a cash payment of \$300,000 and a share consideration involving the issuance of Cheetah’s unregistered Class A common stock (the “Share Consideration”). The per-share price for the Share Consideration will be determined at 80% of the average closing price over the last ten business days preceding the execution of the Agreement, resulting in a market value of \$1,200,000. Following the Acquisition, Cheetah will own 100% of Edward.

Established in 2010, Edward provides weekly consolidation services through its agency network system. These services are catered to loose cargoes and full containers for both inbound and outbound shipments.

#### **About Cheetah Net Supply Chain Service Inc.**

Cheetah is a supplier of parallel-import vehicles sourced in the U.S. to be sold in the PRC market. In the PRC, parallel-import vehicles refer to those purchased by dealers directly from overseas markets and imported for sale through channels other than brand manufacturers’ official distribution systems. The Company purchases automobiles, primarily luxury brands such as Mercedes, BMW, Porsche, Lexus, and Bentley, from the U.S. market and resells them to the Company’s customers, including both U.S. and PRC parallel-import car dealers. The Company derives profits primarily from the price difference between the Company’s buying and selling prices for parallel-import vehicles.

#### **Forward-Looking Statements**

This press release contains certain forward-looking statements, including statements that are predictive in nature. Forward-looking statements are based on the Company’s current expectations and assumptions. The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements. These statements may be identified by the use of forward-looking expressions, including, but not limited to, “anticipate,” “believe,” “continue,” “estimate,” “expect,” “future,” “intend,” “may,” “outlook,” “plan,” “potential,” “predict,” “project,” “should,” “will,” “would,” and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise. Important factors that could cause actual results to differ materially from those in the forward-looking statements are set forth in the Company’s filings with the U.S. Securities and Exchange Commission, including its registration statement on Form S-1, as amended, under the caption “Risk Factors.”

For more information, please contact:  
Cheetah Net Supply Chain Service Inc.  
Investor Relations  
(704) 826-7280  
[ir@cheetah-net.com](mailto:ir@cheetah-net.com)

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