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

Date of Report (Date of earliest event reported): January 12, 2026

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

Delaware	**001-40823**	**36-5056189**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

13467 Columbia Shuttle Street Houston, Texas	**77059**
(Address of principal executive offices)	**(Zip code)**

Registrant's telephone number, including area code: (281) 520-3703

N/A
(Former Name or 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 (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A Common Stock, par value $0.0001 per share	LUNR	The Nasdaq Stock Market LLC

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

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. ☐

EXPLANATORY NOTE

On January 13, 2026, Intuitive Machines, Inc. (the "Company") consummated the acquisition (the "Acquisition") of 100% of the issued and outstanding membership interests of Lanteris Space Holdings LLC ("Lanteris") through its subsidiary, Intuitive Machines, LLC ("Purchaser"), pursuant to the previously announced Membership Interest Purchase Agreement, dated as of November 3, 2025 (the "Purchase Agreement"), by and among the Company, Purchaser, Lanteris, Vantor Holdings Inc. ("Seller") and Galileo TopCo, Inc. The Acquisition, first announced on November 4, 2025, was completed for $800 million before closing adjustments, consisting of $450 million in cash and $350 million of Intuitive Machines, Inc. Class A Common Stock, par value $0.0001 per share (the "Common Stock").

Item 1.01 Entry into a Material Definitive Agreement.

Registration Rights Agreement

In connection with the Acquisition, on January 13, 2026, the Company entered into a registration rights agreement with Seller, pursuant to which Seller received certain registration rights, including the right to initiate up to three underwritten public offerings, and piggyback registration rights relating to the Stock Consideration.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified by the full text of the Registration Rights Agreement, which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Waiver, Consent, Amendment and Assignment Agreement of Orbital Receivables Purchase Facility

On January 13, 2026, in connection with closing of the Acquisition, Purchaser entered into a Waiver, Consent, Amendment and Assignment Agreement (the "Waiver, Consent, Amendment and Assignment Agreement"), with Lanteris Space LLC (a subsidiary of Lanteris), as seller and servicer, Vantor Parent Inc. (an affiliate of Seller), as assignor and existing guarantor and ING Belgium NV/SA ("ING"), pursuant to which Purchaser became a guarantor under the Amended and Restated Receivables Purchase Agreement dated as of December 1, 2023 (as amended by that certain Omnibus Amendment dated as of May 21, 2024 among Lanteris, Seller and ING, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Orbital Receivables Purchase Facility").

Pursuant to the Waiver, Consent, Amendment and Assignment Agreement, ING consented to the "Change of Control" of Lanteris Space LLC resulting from the Acquisition, consented to the assignment of the guarantee under the Orbital Receivables Purchase Facility to Purchaser, waived any and all Defaults or Events of Default resulting from such Change of Control and agreed that the Acquisition and resulting Change of Control will not constitute a Repurchase Event, and Vantor Parent Inc. assigned to Purchaser all of its rights, title and interest in and to, and obligations under the Orbital Receivables Purchase Facility (with all capitalized terms used in this paragraph having the meanings contained in the Orbital Receivables Purchase Facility).

Under the Orbital Receivables Purchase Facility, Lanteris may at any time during the term (through December 1, 2026), propose terms by which ING may purchase certain orbital payment receivables of Lanteris, which ING may decide, on a case-by-case basis, whether to accept. The maximum aggregate amount of receivables purchased or agreed to be purchased at any time under the Orbital Receivables Purchase Facility during its term is $250,000,000. If a customer prepays an orbital payment that has been purchased by ING, Lanteris Space LLC must provide ING with a "make-whole" payment pursuant to a net present value formula contained in the Orbital Receivables Purchase Facility.

The foregoing description of the Waiver, Consent, Amendment and Assignment Agreement does not purport to be complete and is qualified by the full text of such agreement, which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

Waiver of Loan Security Agreement

On January 12, 2026, the Company, Purchaser and Stifel Bank entered into a waiver (the "Stifel Waiver"), in respect of that certain Loan and Security Agreement, dated as of March 4, 2025, among such parties, pursuant to which Stifel Bank consented to the Acquisition while halting any borrowing and covenant obligations by the Company or Purchaser under such facility.

The foregoing description of the Stifel Waiver does not purport to be complete and is qualified by the full text of such agreement, which is filed as Exhibit 10.3 hereto and is incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information under "Explanatory Note" is incorporated by reference into this Item 2.01.

In accordance with the terms and conditions of the Purchase Agreement, in connection with closing, Purchaser paid the purchase consideration to the Seller consisting of (i) 22,991,028 newly issued shares of Common Stock valued at approximately $284 million in the aggregate (the "Stock Consideration"), and (ii) approximately $403 million in cash (the "Cash Consideration"), and in the case of the Cash Consideration, subject to adjustment as set forth in the Purchase Agreement. The Stock Consideration was issued based on an assumed value of $12.34 per share of Common Stock, representing the volume weighted average price of the Common Stock for the ten consecutive trading day period ended October 31, 2025, the last trading day prior to execution of the Purchase Agreement.

As contemplated by the Purchase Agreement, at the closing of the Acquisition, Seller and Lanteris entered into a Transitional Services Agreement, pursuant to which Seller agreed to continue to provide or procure the provision of certain services, only on a transitional basis and in relation to specified business activities of Lanteris, for payment amounts set forth therein.

The foregoing summary of the Purchase Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Purchase Agreement, which was filed as Exhibit 2.1 to Company Current Report on Form 8-K filed with the Securities and Exchange Commission on November 4, 2025 and which is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

To the extent applicable, the disclosure set forth in Item 1.01 under the heading "Orbital Receivables Purchase Facility" is incorporated by reference in this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

To the extent required by Item 3.02 of Form 8-K, the information contained in Item 2.01 is incorporated by reference herein. The Stock Consideration issued to Seller in connection with the Acquisition was made in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 4(a)(2) thereof as a transaction by an issuer not involving any public offering.

Item 7.01 Regulation FD Disclosure.

On January 13, 2026, the Company issued a press release announcing the closing of the Acquisition. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information set forth under this Item 7.01 (including Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses or Funds Acquired.

The financial statements required by this item will be filed by amendment to this Form 8-K no later than 71 calendar days after the date on which this Form 8-K must be filed.

(b) Pro Forma Financial Information.

The financial statements required by this item will be filed by amendment to this Form 8-K no later than 71 calendar days after the date on which this Form 8-K must be filed.

(d) Exhibits.

Exhibit No.	Exhibit Description
2.1	Membership Interest Purchase Agreement, dated November 3, 2025, by and among Intuitive Machines, Inc., Intuitive Machines, LLC, Vantor Holdings Inc., Galileo Topco, Inc., and Lanteris Space Holdings LLC (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed on November 4, 2025).
10.1	Registration Rights Agreement, dated January 13, 2026, by and among Intuitive Machines, Inc. and the other parties thereto.
10.2	Waiver, Consent, Amendment and Assignment Agreement, dated January 13, 2026, by and among Lanteris Space LLC, as seller and servicer, Vantor Parent Inc., as assignor and existing guarantor, Intuitive Machines, LLC, as assignee and new guarantor, and ING Belgium NV/SA.
10.3	Consent to Loan and Security Agreement, dated January 12, 2026, by and among Intuitive Machines, Inc., Intuitive Machines, LLC and Stifel Bank in respect of the Loan and Security Agreement, dated as of March 4, 2025.
99.1	Press Release, dated January 13, 2026.
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 13, 2026

INTUITIVE MACHINES, INC.

By: /s/ Peter McGrath
Name: Peter McGrath
Title: Chief Financial Officer and Senior Vice President

Exhibit 10.1

REGISTRATION RIGHTS AGREEMENT

by and among

INTUITIVE MACHINES, INC.

and

THE OTHER PARTIES HERETO

Dated as of January 13, 2026

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is dated as of January 13, 2026 and is by and among Intuitive Machines, Inc., a Delaware corporation (the "Company"), and each Investor (as defined below) from time to time party hereto.

BACKGROUND

WHEREAS, in connection with the closing of the transaction contemplated by the, the Company desires to grant registration rights to each Investor on the terms and conditions set out in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions.

"Affiliate" has the meaning ascribed thereto in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" has the meaning set forth in the preamble.

"Board" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, a Sunday or a day that is a statutory holiday under the laws of the United States or the State of New York.

"Common Stock" means shares of Class A common stock, par value $0.0001 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Company" has the meaning set forth in the preamble.

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Existing Registration Rights Agreement" means the Amended & Restated Registration Rights Agreement, dated as of February 13, 2023, by and among the Company, Inflection Point Holdings LLC and the other parties thereto.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Investor" means (a) the Vantor Investor, (b) each Person that executes a Joinder Agreement pursuant to Section 4.2 as transferee of the Vantor Investor and (c) each other Person who at any time, with the consent of the Vantor Investor, executes a Joinder Agreement as an "Investor," and in each case, is a holder of Registrable Securities or securities exercisable, exchangeable or convertible into Registrable Securities.

"Joinder Agreement" has the meaning set forth in Section 4.3.

"Law" means any statute, law, regulation, ordinance, rule, injunction, order, decree, governmental approval, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority.

"Purchase Agreement" means the Membership Interest Purchase Agreement, dated as of November 3, 2025, by and among the Company, Vantor Investor and the other parties thereto.

"Purchase Agreement Lock-Up" means the transfer restrictions set forth in Section 12.14 of the Purchase Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, a cooperative, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable Law, or any Governmental Authority or any department, agency or political subdivision thereof.

"Registrable Securities" means all Shares, provided that such Shares will cease to be Registrable Securities when:

(a) a registration statement covering such Registrable Securities has been declared effective and such Registrable Securities have been disposed of pursuant to such registration statement;

(b) such Registrable Securities shall have been sold pursuant to Rule 144 or 145 (or any similar provision then in effect) under the Securities Act;

(c) such Registrable Securities cease to be outstanding; or

(d) the Investor holding such Registrable Securities terminates its rights under this Agreement.

"Registration Expenses" means any and all expenses incurred in connection with the performance of or compliance with this Agreement, including:

(a) all SEC, stock exchange, or FINRA registration and filing fees (including, if applicable, the fees and expenses of any "qualified independent underwriter," as such term is defined in Rule 5121 of FINRA, and of its counsel);

(b) all fees and expenses of complying with securities or "blue sky" laws (including fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities);

(c) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company ("DTC") and of printing prospectuses);

(d) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange or FINRA and all rating agency fees;

(e) the fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits and/or "cold comfort" letters required by or incident to such performance and compliance;

(f) any fees and disbursements of underwriters customarily paid by the issuers or sellers of securities, including liability insurance if the Company so desires or if the underwriters so require, and the reasonable fees and expenses of any special experts retained in connection with the requested registration, but excluding underwriting discounts and commissions and transfer taxes, if any;

(g) the reasonable fees and disbursements of one counsel for the Investors selected by the Vantor Investor incurred in connection with any registration statement or registered offering covering Registrable Securities held by the Investors;

(h) the costs and expenses of the Company relating to analyst and investor presentations or any "road show" undertaken in connection with the registration and/or marketing of the Registrable Securities (including the reasonable out-of-pocket expenses of the Investors); and

(i) any other fees and disbursements customarily paid by the issuers of securities.

"SEC" means the U.S. Securities and Exchange Commission or any successor agency.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Shares" means (i) all shares of Common Stock of the Company held by Investors from time to time, including any Shares held by Persons who are or become parties to this Agreement by the execution and delivery of a Joinder Agreement, (ii) any Shares or other securities issued or issuable as a distribution with respect to, or in exchange for or in replacement of any of the foregoing Shares or any such other securities held by such Investor and (iii) any other securities issued or transferred in exchange for or upon conversion of any of the foregoing Shares as a result

of a merger, consolidation, reorganization or otherwise and any other securities issued to any other holders of Shares in connection with any such transaction.

"Transfer" (including its correlative meanings, "Transferor," "Transferee" and "Transferred") shall mean, with respect to any security, directly or indirectly, to sell, contract to sell, give, assign, offer, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any economic, voting or other rights in or to such security. When used as a noun, "Transfer" shall have such correlative meaning as the context may require.

"Vantor Investor" means Vantor Holdings Inc., a Delaware corporation and its successors and assigns.

Section 1.2 Other Definitional Provisions; Interpretation.

(a) The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and references in this Agreement to a designated "Article" or "Section" refer to an Article or Section of this Agreement unless otherwise specified.

(b) The headings in this Agreement are included for convenience of reference only and do not limit or otherwise affect the meaning or interpretation of this Agreement.

(c) The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms.

ARTICLE II

REGISTRATION RIGHTS

Section 2.1 Right to Demand a Non-Shelf Registered Offering. Subject to Section 2.6, upon the demand of the Vantor Investor made at any time and from time to time, the Company will facilitate in the manner described in this Article II a non-shelf registered offering of the Registrable Securities requested by the Vantor Investor to be included in such offering. Any demanded non-shelf registered offering may, subject to Section 2.6 and Section 2.10, at the Company's option, include Common Stock of the Company to be sold by the Company for its own account and shall also include Registrable Securities to be sold by Investors that exercise their related piggyback rights in accordance with this Article II.

Section 2.2 Right to Piggyback on a Non-Shelf Registered Offering. Subject to the restrictions set forth in the Purchase Agreement Lock-Up, in connection with any registered offering of Registrable Securities covered by a non-shelf registration statement (whether pursuant to the exercise of demand rights or at the initiative of the Company or other stockholders of the Company), each of the Investors may, in accordance with this Article II, exercise piggyback rights to have included in such offering any Registrable Securities held by them. The Company will facilitate in the manner described in this Agreement any such non-shelf registered offering.

Section 2.3 Shelf Registration. Subject to Section 2.6(b), on or prior to the date that is 180 days after the date of this Agreement, the Company shall prepare and file with (or confidentially submit to) the SEC a registration statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto that covers all Registrable Securities held by the Investors then outstanding, or add all Registrable Securities held by the Investors to such an existing registration statement by means of a post-effective amendment or prospectus supplement, for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto, and use its commercially reasonable efforts to cause such shelf registration statement to be declared effective by the SEC as soon as practicable thereafter. In addition, the Company shall use its commercially reasonable efforts to cause a shelf registration statement filed pursuant to this Section 2.3 to remain effective, and to be supplemented and amended to the extent necessary to ensure that such shelf registration statement is available or, if not available, that another shelf registration statement (if the Company is eligible to file a shelf registration statement) or other registration statement (if the Company is not so eligible) is continuously available, for the resale of all the Registrable Securities held by the holders until all such Registrable Securities have ceased to be Registrable Securities. If, after the filing of a shelf registration statement, a holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such shelf registration, the Company shall amend such shelf registration statement to cover such additional Registrable Securities.

Section 2.4 Demand and Piggyback Rights for Underwritten Shelf Takedowns. Subject to Section 2.6, upon the demand of the Vantor Investor made at any time and from time to time, the Company will facilitate in the manner described in this Agreement an underwritten "takedown" of Registrable Securities off of an effective shelf registration statement. In connection with any underwritten shelf takedown (whether pursuant to the exercise of such demand rights or at the initiative of the Company or other stockholders of the Company and whether marketed or non-marketed), the Investors may exercise piggyback rights to have included in such takedown Registrable Securities held by them that are registered on such shelf.

Section 2.5 Effective Registration. The Company shall, with respect to each demand registration, use its commercially reasonable efforts to cause the registration statement to remain effective for not less than 180 consecutive days (or such shorter period as shall terminate when all Registrable Securities covered by such registration statement have ceased to be Registrable Securities), or if (i) such registration is a shelf registration on Form S-1 until such shelf registration is amended or replaced by a shelf registration on Form S-3 (or such shorter period as shall terminate when all Registrable Securities covered by such registration statement have ceased to be Registrable Securities) or (ii) such registration statement relates to an underwritten offering, such longer period as, in the opinion of counsel for the underwriter or underwriters, a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer.

Section 2.6 Limitations on Demand and Piggyback Rights.

(a) Any demand for the filing of a registration statement or for a registered offering or takedown will be subject to (i) the constraints of the Purchase Agreement Lock-Up, (ii) the constraints of any applicable "lock-up" arrangement that is still in effect with the underwriters of

any previous offering that has not been waived by the underwriters party thereto, and such demand must be deferred until such "lock-up" arrangements no longer apply and (iii) the notice and other obligations to holders of piggyback registration rights under the Existing Registration Rights Agreement. If a demand has been made for a non-shelf registered offering or for an underwritten shelf takedown, no further demands may be made so long as the related offering is still being pursued. Notwithstanding anything in this Agreement to the contrary, the Investors will not have piggyback or other registration rights with respect to registered primary offerings by the Company covered by a Form S-8 registration statement or a successor form applicable to employee benefit-related offers and sales, where the securities are not being sold for cash, including any such offering covered by a Form S-4 or where the offering is a bona fide offering of securities other than Common Stock, even if such securities are convertible into or exchangeable or exercisable for Common Stock.

(b) If the Board of the Company determines in its good faith judgement that such registration or offering could materially interfere with a bona fide business or financing transaction of the Company or is reasonably likely to require premature disclosure of information, the premature disclosure of which could materially and adversely affect the Company (in each case, a "Valid Business Reason"), the Company may postpone the filing (but not the preparation) of a demanded registration statement or suspend the effectiveness of any shelf registration statement, or defer initiating the process for a demanded shelf takedown, in each case, for a reasonable "blackout period" until five (5) business days after such Valid Business Reason no longer exists, but in no event for more than sixty (60) days after the date the Board determines a Valid Business Reason exists and not more than twice in any consecutive twelve (12) month period, If the Company determines to postpone the filing of a demanded registration statement, suspend the effectiveness of a shelf registration statement, or defer initiating the process for a demanded shelf takedown pursuant to this Section 2.6(b), the Company shall give prompt written notice to the Vantor Investor and the other Investors who have Registrable Securities registered pursuant to such shelf registration statement, as applicable (which notice shall notify the applicable Investors only of the occurrence of such an event and shall provide no additional information regarding such event to the extent such information would constitute material non-public information).

(c) The Vantor Investor shall not demand more than three (3) underwritten public offerings in total, whether pursuant to a non-shelf registration statement pursuant to Section 2.1 or an underwritten shelf takedown pursuant to Section 2.4 or a combination thereof, whether pursuant to a non-shelf registration statement pursuant to Section 2.1 or an underwritten shelf takedown pursuant to Section 2.4 or a combination thereof. The Vantor Investor shall not demand an underwritten public offering unless the aggregate offering price to public of all Registrable Securities included in such offering is the lesser of (a) $75,000,000 and (b) the market value of the Vantor Investor's remaining Registrable Securities. No demanded underwritten public offering shall be deemed to have occurred for purposes of this Section 2.6(c) if the registration statement related thereto (i) does not become effective, (ii) is not maintained effective for the period required pursuant to this Section 2, or (iii) the offering of the Registrable Securities pursuant to such registration statement is subject to a stop order, injunction or similar order or requirement of the SEC during such period.

Section 2.7 Notifications Regarding Demanded Offerings. In order for the Vantor Investor to exercise its right to demand that a registration statement be filed or that an underwritten

shelf takedown occur, the Vantor Investor must so notify the Company and the other Investors in writing, indicating the number of Registrable Securities sought to be registered or taken down and the proposed plan of distribution.

Section 2.8 Notifications Regarding Non-Shelf Registered Offering and Underwritten Shelf Takedown Piggyback Rights.

(a) The Company will keep the Investors contemporaneously apprised of all pertinent aspects of any contemplated non-shelf registered offering or underwritten shelf takedown, as applicable, under this Agreement, in order that they may have a reasonable opportunity to exercise their related piggyback rights during the applicable notice period. Without limiting the Company's obligation as described in the preceding sentence (it being understood that the specific notice periods described in this sentence shall not limit the Company's obligation to keep the Investors contemporaneously apprised of all pertinent aspects of any such offering in advance of such notice period), the Investors shall be notified by the Company in writing (i) of an anticipated non-shelf registered offering (whether pursuant to a demand made by the Vantor Investor or other stockholders of the Company or made at the Company's own initiative) no later than 5:00 p.m., New York City time, on the fifth trading day prior to the date on which the preliminary prospectus intended to be used in connection with pre-pricing marketing efforts for such non-shelf registered offering is finalized and (ii) of an anticipated underwritten takedown (whether pursuant to a demand made by the Vantor Investor or other stockholders of the Company or made at the Company's own initiative) no later than 5:00 pm, New York City time, on (A) in the case of a marketed underwritten takedown, the third trading day prior to the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with pre-pricing marketing efforts for such takedown is finalized, and (B) in the case of a non-marketed underwritten takedown, the second trading day prior to the date on which the pricing of the relevant takedown is expected to occur.

(b) Any Investor wishing to exercise its piggyback rights with respect to a non-shelf registered offering or an underwritten shelf takedown must notify the Company and the other Investors of the number of Registrable Securities it seeks to have included in such non-shelf registered offering or underwritten shelf takedown, as applicable. Such notice must be given in writing (i) in the case of a non-shelf registered offering, no later than 5:00 pm, New York City time, on the second trading day prior to, if applicable, the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with pre-pricing marketing efforts for the relevant offering is expected to be finalized and (ii) in the case of an underwritten shelf takedown (whether marketed or non-marketed)) no later than 5:00 pm, New York City time, on the trading day prior to the date on which the pricing of the relevant offering is expected to occur.

(c) Pending any required public disclosure and subject to applicable legal requirements, the parties hereto will maintain appropriate confidentiality of their discussions regarding a prospective underwritten takedown.

Section 2.9 Plan of Distribution, Underwriters and Counsel. The plan of distribution for any underwritten offering shall be determined, and the managing underwriter(s) for such offering shall be selected, (i) by the Vantor Investor or (ii) in the event that a majority of the Shares proposed to be sold in such offering is being sold by the Company for its own account, by the

Company, in the case of clause (i), in reasonable consultation with the Company and in the case of clause (ii), in reasonable consultation with the Investors. In the case of a shelf registration statement, the plan of distribution will provide as much flexibility as is reasonably possible, including with respect to resales by transferee Investors.

Section 2.10 Cutbacks. If the managing underwriters advise the Company and the selling Investors that, in their opinion, the number of Shares requested to be included in an underwritten offering exceeds the amount that can be sold in such offering without adversely affecting the distribution of the Shares being offered, such offering will include only the number of Shares that the underwriters advise can be sold in such offering. In a demand offering initiated by the Vantor Investor, the Vantor Investor shall have first priority over any other Person participating in the offering (including the Company) and to the extent of any remaining capacity, any other selling Investors shall be subject to cutback *pro rata* based on the number of Registrable Securities beneficially owned by the applicable Investor as a percentage of the total amount of Registrable Securities beneficially owned by all Investors. In the case of an offering initiated by a request by Persons other than the Investors (including under the Existing Registration Rights Agreement), such requesting persons shall have first priority and the Investors shall have second priority and be subject to cutback *pro rata* based on the number of Registrable Securities beneficially owned by the applicable Investor as a percentage of the total amount of Registrable Securities beneficially owned by all Investors. In the case of an offering initiated by the Company for its own account, the Company shall have first priority over any other Person participating in the offering, the holders of piggyback registration rights under the Existing Registration Rights Agreement shall have second priority, and the Investors shall have third priority and be subject to cutback *pro rata* based on the number of Registrable Securities beneficially owned by the applicable Investor as a percentage of the total amount of Registrable Securities beneficially owned by all Investors.

Section 2.11 Withdrawals. Even if Registrable Securities held by an Investor have been part of a registered underwritten offering, such Investor may, no later than the time at which the public offering price and underwriters' discount are determined with the managing underwriter, decline to sell all or any portion of the Registrable Securities being offered for its account.

Section 2.12 Lockups. In connection with any underwritten offering of Registrable Securities, to the extent requested by the managing underwriter for such underwritten offering, the Company and each holder of Registrable Securities shall agree (in the case of any Investor, with respect to the Shares held by such Investor) to be bound by customary "lock-up" restrictions contained in the underwriting agreement that are agreed to by the Company, if a majority of the Shares being sold in such offering are being sold for its account or the Vantor Investor if a majority of the Shares being sold in such offering are being sold by Investors, and that are not longer than 90 days and otherwise not more restrictive than those applicable to the Vantor Investor (it being understood that the foregoing shall bind all Investors in the same manner). The Company shall cause its executive officers and its directors to enter into lock-up agreements that contain restrictions that are no less restrictive than the restrictions contained in the lock-up agreements executed by the holders of Registrable Securities.

Section 2.13 Expenses. All Registration Expenses incurred in connection with any registration statement or registered offering covering Registrable Securities held by Investors will be borne by the Company. However, underwriters', brokers' and dealers' discounts and

commissions applicable to Shares sold for the account of an Investor will be borne by such Investor.

Section 2.14 Facilitating Registrations and Offerings.

(a) If the Company becomes obligated under this Agreement to facilitate a registration and offering of Registrable Securities on behalf of Investors, the Company will do so with the same degree of care and dispatch as would reasonably be expected in the case of a registration and offering by the Company of Shares for its own account. Without limiting this general obligation, the Company will fulfill its specific obligations as described in this Section 2.14.

(b) In connection with each registration statement that is demanded by the Vantor Investor in accordance with this Article II or as to which piggyback rights otherwise apply, the Company will:

(i) prepare and file with the SEC a registration statement (or registration statements) covering the applicable Registrable Securities, file amendments thereto as warranted, seek the effectiveness thereof, and file with the SEC prospectuses and prospectus supplements as may be required, all in consultation with the Investors and as reasonably necessary in order to permit the offer and sale of the such Registrable Securities in accordance with the applicable plan of distribution;

(ii) within a reasonable time prior to the filing of any registration statement, any prospectus, any amendment to a registration statement, amendment or supplement to a prospectus or any free writing prospectus, provide copies of such documents to the selling Investors and to the underwriter or underwriters of an underwritten offering, if applicable, and to their respective counsel; fairly consider such reasonable changes in any such documents prior to or after the filing thereof as the counsel to the Investors or the underwriter or the underwriters may request; and make such of the representatives of the Company as shall be reasonably requested by the selling Investors or any underwriter available for discussion of such documents;

(iii) within a reasonable time prior to the filing of any document which is to be incorporated by reference into a registration statement or a prospectus, provide copies of such document to counsel for the Investors and underwriters; fairly consider such reasonable changes in such document prior to or after the filing thereof as counsel for such Investors or such underwriter shall request; and make such of the representatives of the Company as shall be reasonably requested by such counsel available for discussion of such document;

(iv) use all commercially reasonable efforts to cause each registration statement and the related prospectus and any amendment or supplement thereto, as of the effective date of such registration statement, amendment or supplement and during the distribution of the registered Shares to comply in all material respects with the requirements of the Securities Act and the rules and regulations of the SEC and not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(v) notify each Investor promptly, its respective counsel and the sole underwriter or managing underwriter, if any, and, if requested by such Investor, confirm such notice in writing, when any registration statement, any prospectus, any amendment to a registration statement, amendment or supplement to a prospectus or any free writing prospectus has been filed, when a registration statement has become effective and when any post-effective amendments and supplements thereto become effective if such registration statement or post-effective amendment is not automatically effective upon filing pursuant to Rule 462, of any request by the SEC or any other federal or state governmental authority for amendments or supplements to a registration statement or related prospectus or for additional information, of the issuance by the SEC or any state securities authority of any stop order, injunction or other order or requirement suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, if, between the effective date of a registration statement and the expiration or earlier closing of any sale of securities covered thereby pursuant to any over-allotment option under any underwriting, placement or purchase agreement to which the Company is a party, the representations and warranties of the Company contained in such agreement cease to be true and correct in all material respects or if the Company receives any notification with respect to the suspension of the qualification of the Shares for sale in any jurisdiction or the initiation of any proceeding for such purpose, and of the happening of any event during the period a registration statement is effective as a result of which such registration statement or the related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(vi) furnish counsel for each underwriter, if any, and counsel for the Investors copies of any correspondence with the SEC or any state securities authority relating to the registration statement or prospectus;

(vii) otherwise use all commercially reasonable efforts to comply with all applicable rules and regulations of the SEC, including making available to its security holders an earnings statement covering at least 12 months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar provision then in force);

(viii) use all commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible time; and

(ix) provide and cause to be maintained a transfer agent and registrar for all Shares covered by a registration statement from and after a date not later than the effective date of such registration statement.

(c) In connection with any non-shelf registered offering or shelf takedown that is demanded by the Vantor Investor or as to which piggyback rights otherwise apply, the Company will:

(i) cooperate with the selling Investors and the sole underwriter or managing underwriter of an underwritten offering of Shares, if any, to facilitate the timely preparation and delivery of certificates representing the Shares to be sold and not bearing any restrictive legends; and enable such Shares to be in such denominations (consistent with the provisions of the governing documents thereof) and registered in such names as the selling Investors or the sole underwriter or managing underwriter of an underwritten offering of Shares, if any, may reasonably request at least five days prior to any sale of such Shares;

(ii) furnish to each Investor and to each underwriter, if any, participating in the relevant offering, without charge, as many copies of the applicable prospectus, including each preliminary prospectus, and any amendment or supplement thereto and such other documents as such Investors or underwriter may reasonably request in order to facilitate the public sale or other disposition of the Share; the Company hereby consents to the use of the prospectus, including each preliminary prospectus, by each such Investor and underwriter in connection with the offering and sale of the Shares covered by the prospectus or the preliminary prospectus;

(iii) use all commercially reasonable efforts to register or qualify the Shares being offered and sold, no later than the time the applicable registration statement becomes effective, under all applicable state securities or "blue sky" laws of such jurisdictions as each underwriter, if any, or any Investor holding Shares covered by a registration statement, shall reasonably request; use all commercially reasonable efforts to keep each such registration or qualification effective during the period such registration statement is required to be kept effective; do any and all other acts and things which may be reasonably necessary or advisable to enable each such underwriter, if any, and Investor to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Investor; provided, however, that the Company shall not be obligated to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to consent to be subject to general service of process (other than service of process in connection with such registration or qualification or any sale of Shares in connection therewith) in any such jurisdiction; and use all commercially reasonable efforts to cause the Shares being offered and sold, no later than the date on which the pricing of the relevant offering is expected to occur, to be registered with or approved by such other governmental agencies or authorities within the United States, except as may be required solely as a consequence of the nature of the business of any Investor, in which case the Company will cooperate in all reasonable respects with the filing of the applicable registration statement and the granting of such approvals, as may be necessary to enable any Investor or the underwriters, if any, to consummate the disposition of such Shares;

(iv) cause all Shares being sold to be qualified for inclusion in or listed on any securities exchange on which the Shares are then so qualified or listed if so requested by the Investors, or if so requested by the underwriter or underwriters of an underwritten offering of Shares, if any;

(v) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter in an underwritten offering;

(vi) use all commercially reasonable efforts to facilitate the distribution and sale of any Registrable Securities to be offered pursuant to this Agreement, including without limitation by making road show presentations, holding meetings with and making calls to potential investors and taking such other actions as shall be requested by the Investors or the lead managing underwriter of an underwritten offering;

(vii) in the case of an offering that includes a provider of capital markets advisory services, enter into and perform its obligations under customary agreements (including an advisory services agreement and an indemnification agreement in customary form);

(viii) prior to the date on which the pricing of the relevant offering is expected to occur, provide a CUSIP number for the Registrable Securities; and

(ix) enter into customary agreements (including, in the case of an underwritten offering, one or more underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form and consistent with the provisions relating to indemnification and contribution contained herein) and take all other customary and appropriate actions in order to expedite or facilitate the disposition of such Shares and in connection therewith:

(A) make such representations and warranties to the selling Investors and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings;

(B) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the lead managing underwriter, if any) addressed to each selling Investors and the underwriters, if any, covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings and such other matters as may be reasonably requested by such Investors and underwriters;

(C) obtain “cold comfort” letters and updates thereof from the Company’s independent certified public accountants addressed to the selling Investors, if permissible, and the underwriters, if any, which letters shall be customary in form and shall cover matters of the type customarily covered in “cold comfort” letters to underwriters in connection with primary underwritten offerings;

(D) to the extent requested and customary for the relevant transaction, enter into a securities sales agreement with the Investors providing for, among other things, the appointment of a representative as agent for the selling Investors for the purpose of soliciting purchases of Shares, which agreement shall be customary in form, substance and scope and shall contain customary representations, warranties and covenants;

(E) deliver such documents and certificates as the sole underwriter or managing underwriter, if any, any Investor, or their respective counsel, shall reasonably request to evidence the continued validity of the representations and warranties made in accordance with Section 2.14(c)(ix)(A) above and to evidence

compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company; and

(F) use all commercially reasonable efforts to facilitate the settlement of the Shares to be sold pursuant to this Article II, including through the facilities of DTC.

The above shall be done at such times as customarily occur in similar registered offerings or shelf takedowns.

(d) In connection with each registration and offering of Shares to be sold by Investors, the Company will, in accordance with customary practice, make available for inspection by representatives of the Investors and underwriters and any counsel or accountant retained by such Investors or underwriters all relevant financial and other records, pertinent corporate (or similar) documents and properties of the Company and cause appropriate officers, managers, employees, outside counsel and accountants of the Company to supply all information reasonably requested by any such representative, underwriter, counsel or accountant in connection with their due diligence exercise, including through in-person meetings, but subject to customary privilege constraints.

(e) Each Investor that holds Shares covered by any registration statement will furnish to the Company such information regarding itself as is required to be included in the registration statement or prospectus, the ownership of Shares by such Investor and the proposed distribution by such Investor of such Shares as the Company may from time to time reasonably request in writing.

Section 2.15 Rule 144. At all times, the Company shall file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and will take such further action as any holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144. Upon the request of any holder of Registrable Securities, the Company shall deliver to such holder a written statement as to whether it has complied with such requirements.

Section 2.16 Underwritten Registrations. No holder of Registrable Securities may participate in any underwritten registration or takedown hereunder unless such holder agrees to sell such holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

Section 2.17 No Inconsistent Agreements. The Company has not and will not, enter into any agreement with respect to the Company's securities that is inconsistent with the rights granted to the holders of Registrable Securities in this Article II or otherwise conflicts with the provisions hereof.

Section 2.18 Termination of Registration Rights. The rights of the Vantor Investor to cause the Company to register or offer securities under this Article II (and the obligations of the Vantor Investor in respect thereof) shall terminate as to the Vantor Investor on the date the Vantor Investor, together with its Transferees, no longer beneficially owns any Registrable Securities, unless the Vantor Investor has earlier elected to terminate this Agreement with respect to all of its rights hereunder, which may be done at any time by notice in writing to the Company in accordance with Section 4.1. The rights of each other Investor (for clarity, other than the Vantor Investor) under this Agreement shall terminate as to such Investor on the date such Investor, together with its Transferees, beneficially owns not more than one percent (1%) of the Registrable Securities that are outstanding at such time and such Investor is able to dispose of all of its Registrable Securities pursuant to Rule 144 (or any similar or analogous rule) promulgated under the Securities Act without regard to volume or manner of sale limits, or earlier upon the election of such Investor so long as such Investor is not then subject to the reporting and other requirements under Section 13 or Section 16 of the Exchange Act.

Section 2.19 Registerable Securities Transactions. If requested by any Investor in connection with any margin loan or pledge with respect to such securities), the Company agrees to provide such Investor with customary and reasonable assistance to facilitate such transaction, including entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form.

ARTICLE III

INDEMNIFICATION

Section 3.1 Indemnification by the Company. In the event of any registration under the Securities Act by any registration statement pursuant to rights granted in this Agreement of Registrable Securities, the Company will indemnify and hold harmless each holder of Registrable Securities, its officers, directors and affiliates (and the officers, directors, employees, general and limited partners, Affiliates and Controlling persons of any of the foregoing), and each underwriter of such securities and each other person, if any, who Controls any such holder or such underwriter within the meaning of the Securities Act, against any losses, claims, damages, expenses, judgments or liabilities (including, without limitation, legal fees and costs of court), joint or several, to which such holder or such underwriter or Controlling person may become subject under the Securities Act, common law or otherwise, including any amount paid in settlement of any litigation commenced or threatened, and shall promptly reimburse such persons, as and when incurred, for any legal or other expenses reasonably incurred by them in connection with investigating any claims and defending any actions, insofar as such losses, claims, damages, or liabilities (or any actions in respect thereof) arise out of or are based upon any violation or alleged violation by the Company of the Securities Act, any "blue sky" laws, securities laws or other applicable laws or rules of any state or country in which such Registrable Securities are offered and relating to action taken or action or inaction required of the Company in connection with such offering, or arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or in any document incorporated by reference therein or related document or report, or any issuer free writing prospectus (including any "road show," whether or not required to be filed with the SEC), or which

arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or contained in any preliminary prospectus, if used prior to the effective date of such registration statement, or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus not misleading; and will reimburse each such holder and each such underwriter and each such Controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, or liability; provided, however, that the Company shall not be liable to any such holder or its underwriters or Controlling persons in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or such amendment or supplement or other document, in reliance upon and in conformity with information furnished to the Company through a written instrument duly executed by holders of Registrable Securities or such underwriter specifically for use in the preparation of the information with respect to such holder or such underwriter required under Items 403 and 507 of Regulation S-K under the Securities Act.

Section 3.2 Indemnification by the Holders. Each holder of Registrable Securities (as to itself, severally and not jointly) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 3.1) the Company, each director of the Company, each officer of the Company who shall sign the registration statement, and any Person who controls the Company within the meaning of the Securities Act, with respect to any untrue statement or alleged untrue statement in or omission or alleged omission from such registration statement, or any amendment or supplement to it, or any issuer free writing prospectus or other document, to the extent, but only to the extent, that such untrue statement or omission was made in reliance upon and in conformity with information furnished to the Company through a written instrument duly executed by such holder specifically regarding such holder expressly for use in the preparation of the information with respect to such holder required under Items 403 and 507 of Regulation S-K under the Securities Act; provided that the aggregate liability of each holder pursuant to this Section 3.2 shall be limited to the amount of net proceeds after underwriting discounts and commissions received by such holder upon the sale of Shares giving rise to such indemnification obligation.

Section 3.3 Notices of Claims, Etc. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in the preceding subsections of this Article III, the indemnified party will, if a resulting claim is to be made or may be made against any indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in this Article III, except to the extent that the indemnifying party is actually prejudiced by the failure to give notice. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action with counsel reasonably satisfactory to the indemnified party, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action’s defense. An indemnified party shall

have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless the employment of such counsel has been specifically authorized in writing by the indemnifying party, which authorization shall not be unreasonably withheld, the indemnifying party has not assumed the defense and employed counsel reasonably satisfactory to the indemnified party within 30 days after notice of any such action or proceeding, or the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of the indemnified party), it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to all local counsel which is necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for the indemnified party and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation or involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

Section 3.4 Contribution. If the indemnification required by this Article III from the indemnifying party is unavailable to or insufficient to hold harmless an indemnified party in respect of any indemnifiable losses, claims, damages, liabilities, or expenses, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect the relative benefit of the indemnifying and indemnified parties and if the allocation in clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such losses, claims, damages, liabilities, or expenses, as well as any other relevant equitable considerations. The relative benefits received by a party shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by it bear to the total amounts (including, in the case of any underwriter, any underwriting commissions and discounts) received by each other party. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damage, liabilities, and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or

proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 3.4 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 3.4. Notwithstanding the provisions of this Section 3.4, in connection with any registration statement filed by the Company, no holder of Registrable Securities covered by such registration statement shall be required to contribute any amount in excess of the dollar amount of the gross proceeds (less underwriting discounts and commissions) received by such holder from the sale of Registrable Securities giving rise to such contribution obligation less any amount paid by such holders pursuant to Section 3.2. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

Section 3.5 Non-Exclusivity. The obligations of the parties under this Article III will be in addition to any liability which any party may otherwise have to any other party.

ARTICLE IV

OTHER

Section 4.1 Notices. Any notice, request, instruction or other document to be given hereunder by any party hereto to another party hereto shall be in writing and shall be deemed given (a) when delivered personally, (b) five (5) Business Days after being sent by certified or registered mail, postage prepaid, return receipt requested, (c) one (1) Business Day after being sent by Federal Express or other nationally recognized overnight courier, or (d) if transmitted by email, in each case, to parties at the following addresses (or at such other address for a party as shall be specified by prior written notice from such party):

if to the Company:

Intuitive Machines, Inc.
13467 Columbia Shuttle Street
Houston, Texas 77059
Attention: [****]
Email: [****]
with a copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Anthony Vernace
Mark Viera
Email: avernace@stblaw.com
mark.viera@stblaw.com

if to the Vantor Investor:

Vantor Holdings Inc.
1300 W. 120th Ave, Westminster, CO 80234
Email: [****]
Attention: [****]

With copies to (which shall not constitute notice):

c/o Advent International, L.P.
Prudential Tower
800 Boylston Street, Suite 3300
Boston, Massachusetts 02199
Attn: [****]
Email: [****]

Weil, Gotshal & Manges LLP
100 Federal Street, 34th Floor
Boston, Massachusetts 02110
E-mail: jakub.wronski@weil.com
Attention: Jakub Wronski

Weil, Gotshal & Manges LLP
110 Fetter Lane
London EC4A 1AY, United Kingdom
E-mail: jonathan.wood@weil.com
Attention: Jonathan Wood

Section 4.2 Transfer Rights. Any Investor may transfer, in its sole discretion, all or any portion of its rights under this Agreement to any Transferee of its Registrable Securities, whereupon such Transferees shall become a party to this Agreement. Any such Transfer of registration rights will be effective upon receipt by the Company of (i) written notice from such Investor stating the name and address of any Transferee and identifying the number of Registrable Securities with respect to which rights under this Agreement are being transferred and the nature of the rights so transferred, and (ii) a Joinder Agreement executed by such Transferee to be bound by the terms of this Agreement as an "Investor." The Company and the transferring Investor will notify the other Investors as to who the Transferees are and the nature of the rights so transferred.

Section 4.3 Additional Parties; Joinder Agreement. Subject to the prior written consent of the Vantor Investor, the Company may permit any Person who acquires Shares or rights to acquire Shares from the Company after the date hereof to become a party to this Agreement and to succeed to all of the rights and obligations of an "Investor," as specified in the Joinder Agreement, under this Agreement by obtaining an executed joinder to this Agreement from such Person substantially in the form of Exhibit A attached hereto (a "Joinder Agreement"). Upon the execution and delivery of a Joinder Agreement by such Person, the Shares or right to acquire Shares acquired by such Person shall be Registrable Securities and such Person shall be an "Investor," as specified in the Joinder Agreement, under this Agreement with respect to such acquired Shares.

Section 4.4 Amendments; Waiver. This Agreement may be amended, supplemented or otherwise modified, or any provision waived, only by a written instrument executed by the Company and the Investors holding a majority of the Registrable Securities subject to this Agreement; provided that: (i) any amendment or waiver under this Agreement that would adversely affect the Vantor Investor relative to any other Investor, shall require the written consent of the Vantor Investor; and (ii) any amendment or waiver which adversely affects the rights of any Investor hereunder, or increases the obligations of any Investor, disproportionately to other Investors shall require the written consent of such Investor. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

Section 4.5 Third Parties. Except for Section 3.1 and Section 3.2, in each case which are intended to benefit, and to be enforceable by, the Persons specified therein, this Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto nor create or establish any third party beneficiary hereto.

Section 4.6 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of laws principles.

Section 4.7 CONSENT TO JURISDICTION. EACH OF THE PARTIES HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF THE PARTIES HERETO ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL AND NONAPPEALABLE JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF VIA OVERNIGHT COURIER, TO SUCH PARTY AT THE ADDRESS SPECIFIED IN THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE FOURTEEN CALENDAR DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF EITHER PARTY HERETO TO SERVE ANY SUCH LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO OBTAIN JURISDICTION OVER OR TO BRING ACTIONS, SUITS OR PROCEEDINGS AGAINST THE OTHER PARTY HERETO IN SUCH OTHER JURISDICTIONS, AND IN SUCH MANNER, AS MAY BE PERMITTED BY ANY APPLICABLE LAW.

Section 4.8 MUTUAL WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT.

Section 4.9 Specific Performance. Each of the parties hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the non-breaching party would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance of this Agreement.

Section 4.10 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. There are no agreements, representations, warranties, covenants or undertakings with respect to the subject matter hereof. This Agreement supersedes all other prior agreements.

Section 4.11 Severability. If one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by Law.

Section 4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

Section 4.13 Effectiveness. This Agreement shall become effective, as to any Investor, as of the date signed by the Company and countersigned by such Investor.

Section 4.14 Company. The Company shall take all actions required to cause the Company and its successors or assigns to (a) become bound by and subject to the terms of this Agreement and (b) comply with all its obligations hereunder.

Section 4.15 Other Registration Rights. For so long as the Investors hold Registrable Securities, the Company hereby agrees and covenants that it will not grant rights to register any Common Stock (or securities convertible into or exchangeable for Common Stock) pursuant to the Securities Act that are more favorable or senior to those granted to the Investors hereunder without the prior written consent of the Vantor Investor; provided that in all cases if the registrations rights granted to such holder or prospective holder are more favorable than the registration rights set forth herein, prior written consent of the Vantor Investor shall not be required if such holder or prospective holder owns a greater percentage of the Company's outstanding shares of Common Stock as of the date that such registrations rights are granted as compared to the Registrable Securities initially held by the Vantor Investor as a percentage of the Company's outstanding shares of Common Stock as of the date of this Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

INTUITIVE MACHINES, INC.

By: /s/ Stephen Altemus
Name: Stephen Altemus
Title: President and Chief Executive Officer

[*Signature Page to Registration Rights Agreement*]

VANTOR INVESTOR:

Vantor Holdings Inc.

By: /s/ Matt Santangelo
Name: Matt Santangelo
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

EXHIBIT A

REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this Joinder Agreement pursuant to the Registration Rights Agreement, dated as of [•], [•], by and among Intuitive Machines, Inc. a Delaware corporation (the "Company"), and the other parties thereto, as amended and restated, restated, amended, supplemented or otherwise modified from time to time (the "Registration Rights Agreement"). Capitalized terms used, but not defined, in this Joinder Agreement shall have the meanings ascribed to them in the Registration Rights Agreement.

By executing and delivering to the Company this Joinder Agreement, the undersigned hereby agrees to become a party to the Registration Rights Agreement, to succeed to all of the rights and obligations of an "Investor" and to be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as though an original party thereto.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the [___] day of [_____], 20[__].

[NAME]

By: _____
Name:
Title:

Address for notice purposes in accordance with Section 4.1 of the Registration Rights Agreement:

_____
_____
Attention: _____
Email: _____

ACKNOWLEDGED AND AGREED TO

INTUITIVE MACHINES, INC.

By: _____
Name:
Title:

Exhibit 10.2

Execution Version

WAIVER, CONSENT, AMENDMENT AND ASSIGNMENT AGREEMENT

This WAIVER, CONSENT, AMENDMENT AND ASSIGNMENT AGREEMENT, dated as of January 13, 2026 (this "Agreement"), among LANTERIS SPACE LLC (f/k/a Maxar Space, LLC), a Delaware limited liability company as seller and as servicer (the "Seller"), VANTOR PARENT INC. (f/k/a Maxar Technologies Inc.), a Delaware corporation, as assignor and existing guarantor (the "Assignor Guarantor"), INTUITIVE MACHINES, LLC, a Delaware limited liability company, as assignee and new guarantor (the "Assignee Guarantor") and ING Belgium NV/SA, a credit institution formed under the laws of Belgium (the "Purchaser", and, together with the Seller, the Assignor Guarantor and the Assignee Guarantor, the "Parties" and each, a "Party"). Unless otherwise indicated, all capitalized terms used herein without definition shall have the meanings given to such terms in the A&R RPA (as defined below).

RECITALS

WHEREAS, reference is made to the Amended and Restated Limited Recourse Receivables Purchase Agreement, dated as of December 1, 2023 (as amended by that certain Omnibus Amendment dated as of May 21, 2024 among the Seller, the Assignor Guarantor and the Purchaser, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "A&R RPA"), among, *inter alios*, the Seller, the Assignor Guarantor, ING Bank, N.V., a credit institution formed under the laws of the Netherlands, and the Purchaser;

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of November 3, 2025, by and among (i) Intuitive Machines, Inc., a Delaware corporation, (ii) the Assignee Guarantor, (iii) Vantor Holdings Inc., a Delaware corporation, (iv) Galileo Topco, Inc., a Delaware corporation and (v) Lanteris Space Holdings LLC, a Delaware limited liability company, pursuant to which, among other things, the Assignee Guarantor will, directly or indirectly, acquire all of the issued and outstanding equity of Seller in accordance with the terms thereof (the "Proposed Transaction");

WHEREAS, the Proposed Transaction constitutes a Change of Control with respect to the Seller, pursuant to the terms of the A&R RPA;

WHEREAS, pursuant to the terms of the A&R RPA, a Change of Control with respect to the Seller constitutes an Event of Default and a Repurchase Event under the A&R RPA;

WHEREAS, the Seller and the Assignor Guarantor request that the Purchaser provide its consent to the Proposed Transaction and to such Change of Control, and waive any and all Defaults, Events of Default and/or Repurchase Events resulting from such Change of Control (collectively, the "Specified Defaults") pursuant to the terms of the A&R RPA, and the Purchaser wishes to provide its consent and waiver thereto;

WHEREAS, the Assignor Guarantor wishes to assign to the Assignee Guarantor all of the Assignor Guarantor's rights, title and interest in and to, and obligations (collectively, the "Assigned Interest") under the A&R RPA, the Guarantee and all other Transaction Documents to which the Assignor Guarantor is a party as of the date hereof (collectively, the "Assigned Agreements"), and the Assignee Guarantor wishes to assume from the Assignor Guarantor the Assignor Guarantor's Assigned Interest (the "Assignment");

WHEREAS, the Seller, the Assignor Guarantor and the Assignee Guarantor request that the Purchaser provide its consent to the Assignment;

WHEREAS, the Purchaser is willing to consent to the foregoing requests of the Seller, the Assignor Guarantor and the Assignee Guarantor subject to the terms herein; and

WHEREAS, the Parties (other than the Assignor Guarantor) wish to further amend the A&R RPA as provided herein.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions herein set forth, the parties agree as follows:

Section 1. ***Consent and Waiver***.

(a) The Purchaser hereby (i) consents to (x) the Proposed Transaction and the Change of Control relating to the Seller in connection therewith and (y) the Assignment, (ii) waives the Specified Defaults, and (iii) agrees the Proposed Transaction and resulting Change of Control of Seller shall not constitute a Repurchase Event under the A&R RPA. The consents and waiver of the Purchaser under this Section 1 are referred to herein as this "Consent and Waiver."

(b) This Consent and Waiver is granted subject to the following conditions:

(i) the Purchaser shall have received from each of the Parties hereto a counterpart of this Agreement duly executed and delivered on behalf of such Party; and

(ii) the Purchaser shall have received a customary secretary's certificate of the Assignee Guarantor certifying resolutions or other action authorizing its entry into this Agreement and the related Transaction Documents, its organizational documents, incumbency and such other matters as the Purchaser may reasonably request relating to the organization, existence and good standing of the Assignee Guarantor and any other legal matters relating to the Assignee Guarantor, the Transaction Documents or the transactions contemplated thereby.

Section 2. ***Assignment***. Effective as of the date hereof:

(a) the Assignor Guarantor hereby assigns and transfers to the Assignee Guarantor, and the Assignee Guarantor hereby accepts and assumes from the Assignor Guarantor, all of the Assigned Interest. Such sale, assignment and transfer is without recourse and, except as expressly provided in this Agreement, without representation or warranty;

(b) (i) the Assignee Guarantor shall be a party to the Assigned Agreements and shall have the same rights and obligations of the Assignor Guarantor thereunder and the Assignee Guarantor agrees, for the benefit of the Assignor Guarantor, Seller and the Purchaser (as applicable), that the Assignee Guarantor will, from and after the date hereof, perform, observe and be bound by all of the obligations applicable to the Assignor Guarantor under the Assigned Agreements and (ii) the Assignor Guarantor shall relinquish its rights and be released from its obligations under the Assigned Agreements; and

(c) each reference to "Guarantor" (or any other reference purporting to apply to the Assignor Guarantor) in each of the Assigned Agreements shall be deemed to be a reference to the Assignee Guarantor.

Section 3. ***Amendment***.

(a) The following is added to Subsection 5.2 [*Servicing Procedures*] of the A&R RPA as the new subparagraph (e) thereof:

> "Notwithstanding anything to the contrary herein, the Servicer agrees that, from and after March 31, 2026 through the termination of this Agreement in accordance with the terms hereof, the Servicer shall maintain a minimum balance of $4,000,000.00 (or such other lesser amount as instructed by the Purchaser from time to time in its sole discretion) (the "Deposit Amount") in the Pledged Account with account number 4451879747 (the "US Pledged Account") at all times. The Deposit Amount shall be held in the US Pledged Account for the account of the Seller and shall be repaid to the Seller upon termination of this Agreement."

(b) Subsection 8.1(d) [*Seller and Guarantor Events of Default*] of the A&R RPA is deleted in its entirety and replaced with the following:

> If either of the Seller or the Guarantor, or both, fail to observe or perform any term, covenant or agreement herein or under a Transaction Document to which it is a party on its part to be observed or performed including, in the case of the Guarantor, the Guarantee, and, if such failure is capable of being remedied, such failure remains unremedied for thirty (30) days after such failure to observe or perform, except in the event of the failure by the Servicer to transfer amounts in accordance with Section 3.3, Section 5.2(a) and Section 5.2(e) (as applicable), in which case such failure remains unremedied for five (5) Business Days.

(c) For the avoidance of doubt, this Section 3 and the amendment to the A&R RPA contemplated thereby, will come into effect after consummation of the Assignment and will only apply to the Parties other than the Assignor Guarantor.

Section 4. ***Governing Law***. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 5. ***Severability***. Any provisions of this Agreement that are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6. ***Counterparts***. This Agreement may be signed by the parties hereto on separate counterpart pages, each of which will be deemed an original and all of which together will constitute one instrument.

Section 7. ***Headings***. Section headings in this Agreement are included for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 8. ***Reference to and Effect on the Transaction Documents***.

(a) Upon the effectiveness of this Agreement, on and after the date hereof, each reference in the A&R RPA or the Guarantee, as applicable, to (i) "this Agreement," "this Guarantee," "hereunder," "hereof," "herein" and words of like import, and (ii) such words or words of like import in each reference in the other Transaction Documents, shall mean and be a reference to the A&R RPA, the Guarantee or any other Transaction Document, as applicable, as amended hereby.

(b) Except as specifically amended hereby, all of the terms and provisions of the A&R RPA or the Guarantee, as applicable, and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided herein, operate as an amendment to any right, power or remedy of the Purchaser under any of the Transaction Documents, or constitute an amendment to any provision of any of the Transaction Documents.

(d) This Agreement shall, upon becoming effective, be deemed to be a Transaction Document for all purposes.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

LANTERIS SPACE LLC, as Seller

By: /s/ Quincy Stott
Name: Quincy Stott
Title: Secretary

VANTOR PARENT INC., as Assignor Guarantor

By: /s/ Matt Santangelo
Name: Matt Santangelo
Title: Chief Financial Officer

INTUITIVE MACHINES, LLC, as Assignee Guarantor

By: Intuitive Machines, Inc., its manager

By: /s/ Stephen Altemus
Name: Stephen Altemus
Title: President and Chief Executive Officer

ING BELGIUM NV/SA, as Purchaser

By: /s/ Helene Cheung
Name: Helene Cheung
Title: Director

By: /s/ Gert Sonck
Name: Gert Sonck
Title: Managing Director

Exhibit 10.3

CONSENT
TO
LOAN AND SECURITY AGREEMENT

This Consent to Loan and Security Agreement (this "**Consent**") is entered into as of January 12, 2026, by and among (a) **STIFEL BANK**, a Missouri state-chartered bank ("**Bank**"), and (b) (i) **INTUITIVE MACHINES, INC.**, a Delaware corporation ("**Parent Borrower**"), and (ii) **INTUITIVE MACHINES, LLC**, a Delaware limited liability company ("**Subsidiary Borrower**", and together with Parent Borrower, individually and collectively, jointly and severally, "**Borrower**"), with reference to the following facts:

RECITALS

A. Borrower has entered into that certain Loan and Security Agreement by and between Bank and Borrower dated as of March 4, 2025, as supplemented by that certain Supplement No. 1 to Loan and Security Agreement dated as of April 30, 2025 (as has been and as may be further amended, restated, modified and/or supplemented from time to time, the "**Loan Agreement**").

B. Borrower has informed Bank that it intends to consummate a transaction pursuant to which Subsidiary Borrower will acquire (i) one hundred percent (100%) of the issued and outstanding membership interests of Lanteris Space Holdings LLC, a Delaware limited liability company (the "**Target**") and (ii) each of Target's direct and indirect subsidiaries, including, without limitation, Cosmotech ZAO, an entity organized under the laws of the Russian Federation ("**Cosmotech**", and together with each other direct and indirect subsidiary of Target, the "**Target Subsidiaries**"), together with the related transactions specified therein, pursuant to that certain Membership Interest Purchase Agreement between Parent Borrower, Subsidiary Borrower, Target, Vantor Holdings Inc., a Delaware corporation (the "**Seller**"), and Galileo TopCo, Inc., a Delaware corporation, in substantially the form attached hereto as **Exhibit A** (the "**Purchase Agreement**") (the "**Acquisition**").

C. Borrower has requested that Bank consent to the Acquisition and suspend certain covenants under the Loan Agreement so long as Borrower agrees that it shall have no further ability to Borrower under the Loan Agreement until such time as Bank, in its sole and absolute discretion, determines otherwise.

D. Subject to the terms and conditions of this Consent, including an indefinite termination of any ability for Borrower to borrow under any of the facilities set forth in the Loan Documents, and in reliance on Borrower's agreements, acknowledgments, representations, and warranties in this Consent, Bank has agreed to consent to the Acquisition.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

2. Reaffirmation of Obligations. Except as modified hereby, Borrower hereby (a) ratifies, confirms, and reaffirms the Obligations, and (b) acknowledges and agrees that except as set forth herein (i) each of the Loan Documents remain in full force and effect in accordance with their terms and (ii) the Loan Agreement and the other Loan Documents shall continue to secure all Obligations as stated therein.

3. Reaffirmation of Security Interest in the Collateral. Borrower hereby acknowledges and agrees (a) the security interests and Liens in the Collateral granted by Borrower under the Loan Documents shall remain in place, unimpaired by the transactions contemplated by this Consent, and Bank's priority with respect thereto shall not be affected hereby or thereby, and (b) the Loan Documents shall continue to secure all Obligations as set forth therein. Nothing in this Consent is intended to impair or limit the validity, priority or extent of Bank's security interests in and Liens upon the Collateral.

4. Consent to Loan Agreement. Bank, subject to the terms set forth herein (including, without limitation, the Line Freeze), hereby consents to the Acquisition with respect to the Loan Documents, and it is understood that Target and Target Subsidiaries shall not be required to join the Loan Documents as a Borrower or Guarantor during the Line Freeze, and in any event the Target and Target Subsidiaries shall be Excluded Subsidiaries during the Line Freeze. Without limiting the foregoing, Bank further consents to, during the Line Freeze, all guarantees entered into by Borrower and/or its Affiliates in connection with the Purchase Agreement and other agreements in connection with that certain ING facility of Target and Target Subsidiaries, so long as:

4.1 each Borrower shall continue its corporate existence after the consummation of the Acquisition;

4.2 there are no outstanding Obligations as of the date of the Acquisition;

4.3 Bank shall have received fully executed copies of the Purchase Agreement; and

4.4 Borrower shall have paid to Bank all reasonable and documented Bank Expenses incurred through the date of this Consent pursuant to Section 11 of this Consent.

5. Suspension of Covenants. Bank acknowledges and agrees that (a) the affirmative covenants set forth in Section 6 of the Loan Agreement (other than as set forth in Sections 6.2, 6.5, 6.6 and 6.11) and (b) the negative covenants set forth in Section 7 of the Loan Agreement (other than as set forth in Sections 7.2(a), 7.2(c), 7.3 and 7.11), are each suspended during the Line Freeze, provided, however, for clarity, in no event shall such suspension extinguish or suspend any obligations of Borrower to Bank for any payment or indemnification obligations of Borrower. Borrower acknowledges and agrees that due to the foregoing suspension, Borrower shall not be deemed to be in compliance with the Loan Agreement for the purpose of exercising any rights that Borrower may have otherwise had under the Loan Agreement or Loan Documents.

6. [Reserved]

7. KinetX Joinder to Loan Agreement. Notwithstanding any terms in that certain Consent to Loan and Security Agreement, dated as of August 8, 2025, by and among Bank and

Borrower to the contrary, Bank and Borrower hereby agree that Borrower shall have until the termination (if ever) of the Line Freeze to deliver to Bank the materials set forth in Section 5 thereof.

8. Credit Extensions. Notwithstanding any terms in this Consent or in the Loan Agreement to the contrary, at all times on and after the date hereof, Borrower shall not request and Bank shall not be required to make any Credit Extension (the "**Line Freeze**"). The Line Freeze shall only terminate upon Bank's written consent and in its sole discretion on such terms as Bank may determine in its sole and absolute discretion, and Borrower acknowledges and agrees that for any termination of the Line Freeze (if ever), Borrower and its Subsidiaries shall be required to deliver any and all materials required by Bank in its sole discretion to confirm that Borrower and its Subsidiaries have complied with all covenants (including, without limitation, any covenants suspended during the Line Freeze) in the Loan Agreement during such Line Freeze.

9. Limitation of Consent.

9.1 The consent provided for herein is only effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

9.2 This Consent shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

10. [Reserved]

11. Bank Expenses. Borrower shall reimburse Bank for all reasonable and documented Bank Expenses incurred through the date of this Consent.

12. Representations and Warranties. Borrower represents and warrants as follows:

12.1 Borrower is an entity duly existing under the laws of the state in which it is organized and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

12.2 The execution, delivery and performance by Borrower of this Consent are within its powers, have been duly authorized, and do not contravene (a) its articles of incorporation, certificate of formation, bylaws or other organizational documents, or (b) any applicable law, statute, regulation, ordinance, tariff or order.

12.3 No consent, license, permit, approval or authorization of, or registration, filing or declaration with any governmental authority or other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Consent.

12.4 This Consent has been duly executed and delivered by Borrower.

12.5 This Consent constitutes a legal, valid and binding obligation enforceable against Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

12.6 [Intentionally omitted.]

12.7 All representations and warranties of Borrower in this Consent are true and correct as of the date hereof.

12.8 Bank has not at any time directed or participated in any aspect of the management of Borrower or the conduct of Borrower's business. Borrower has made all business decisions independently of Bank, and Bank has limited its actions to those solely of a lender of money.

12.9 All of Borrower's deposit accounts (including operating and payroll accounts) and investment accounts are with Bank other than as expressly permitted pursuant to the terms of the Loan Agreement.

13. Conditions Precedent. The effectiveness of this Consent is subject to Bank's receipt of all of the following documents and completion of the following items, each of which shall be satisfactory to Bank:

13.1 this Consent duly executed by Borrower; and

13.2 payment of all Bank Expenses incurred through the date of this Consent.

14. Release; Covenant Not to Sue.

14.1 Borrower hereby acknowledges and agrees that Bank would not enter into this Consent without Borrower's assurance hereunder. Borrower hereby voluntarily, knowingly and absolutely discharges and releases Bank, its predecessors, any person or entity that has obtained any interest from Bank under the Loan Agreement and each of Bank's and such entity's former and present partners, stockholders, officers, directors, employees, successors, assignees, agents, affiliates and attorneys (each a "**Releasee**") from any known or unknown claims which Borrower now has against any Releasee of any nature, including any claims that Borrower, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Loan Agreement or the transactions contemplated thereby.

14.2 The provisions, waivers and releases set forth in this section are binding upon Borrower and Borrower's past, present and future shareholders, agents, attorneys, employees, assigns and successors in interest, and each and every party claiming rights by or through Borrower. The provisions, waivers and releases of this section shall inure to the benefit of each Releasee and its respective assigns and successors in interest.

14.3 Borrower warrants and represents that Borrower is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and Borrower has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof. Borrower shall indemnify and hold harmless each Releasee from and against any claim, demand, damage, debt, liability (including payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or arising out of any assignment or transfer.

14.4 Borrower hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any claim released, remised and discharged by Borrower pursuant to the above. Borrower violates the foregoing covenant, Borrower, for itself and its successors and assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives, agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

14.5 The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Consent and the Loan Agreement, and/or Bank's actions to exercise any remedy available under the Loan Agreement or otherwise.

15. Further Assurances. Borrower shall execute and deliver such other documents, certificates and/or instruments and take such other actions as Bank may request from time to time to perfect or continue Bank's security interests in Borrower's property, and to accomplish the objectives of this Consent.

16. Consultation of Counsel. Borrower acknowledges that Borrower has had the opportunity to be represented by legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Consent. Borrower has executed this Consent after reviewing and understanding each provision of this Consent and without reliance upon any promise or representation of any person or persons acting for or on behalf of Bank. Borrower further acknowledges that Borrower and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Consent prior to the execution hereof and the delivery and acceptance of the consideration described herein.

17. Miscellaneous.

17.1 Successors and Assigns. Borrower may not assign, delegate or transfer this Consent or any of its rights or obligations hereunder and any delegation, transfer or assignment in violation hereof shall be null and void. This Consent shall be binding upon Borrower and shall inure to the benefit of Bank and its successors and assigns.

17.2 Integration. This Consent and any documents executed in connection herewith or pursuant hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, offers and negotiations,

oral or written, with respect thereto and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Consent; except that any financing statements or other agreements or instruments filed by Bank with respect to Borrower shall remain in full force and effect.

17.3 Entire Agreement. This Consent, the Loan Agreement, and the other Loan Documents contain the entire agreement of the parties hereto and supersede any other oral or written agreements or understandings with respect to the subject matter hereof and thereof. This Consent is a Loan Document for all purposes under the Loan Agreement. In the event of any inconsistency between this Consent, the Loan Agreement and the other Loan Documents, this Consent shall control.

17.4 Course of Dealing; Waivers. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

17.5 Time is of the Essence. Time is of the essence as to each and every term and provision of this Consent and the other Loan Documents.

17.6 Legal Effect. Except as explicitly set forth herein, the Loan Agreement remains unmodified and in full force and effect. If any provision of this Consent conflicts with applicable law, such provision shall be deemed severed from this Consent, and the balance of this Consent shall remain in full force and effect.

17.7 Choice of Law and Venue; Jury Trial Waiver. THIS CONSENT SHALL BE DEEMED TO HAVE BEEN MADE UNDER AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES EXCEPT AS SET FORTH IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, AND THAT NONE OF ITS TERMS OR PROVISIONS MAY BE WAIVED, ALTERED, MODIFIED, OR AMENDED EXCEPT AS BANK MAY CONSENT THERETO IN WRITING DULY SIGNED FOR AND ON ITS BEHALF. THIS CONSENT SHALL BE SUBJECT TO THE VENUE AND WAIVER OF JURY TRIAL NOTICE PROVISIONS OF THE LOAN AGREEMENT, WHICH ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE.

17.8 Assignment and Indemnity. Borrower consents to Bank's assignment of all or any part of Bank's rights under this Consent, the Loan Agreement and the other Loan Documents. Borrower shall indemnify and defend and hold Bank, and its agents, employees, officers, directors, and any assignee or successor of Bank's interests harmless from any actions, costs, losses or expenses (including attorneys' fees) arising out of such assignment, this Consent, the Loan Agreement and the other Loan Documents.

[SIGNATURES ON FOLLOWING PAGES]

General Use of Electronic Signatures and Records for Agreement and All Notices and Amendments: An electronic or other copy of a signed document shall be considered as effective as an original. Notwithstanding any other provision of the Consent, at Bank's option and pursuant to such format and delivered in such manner as Bank may specify, the Consent or any amendment, information, notice, certificate, request, statement, disclosure, or authorization related to the Consent (each a "**Communication**"), including such Communications required to be in writing, may be in the form of an electronic record and be executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Any Communication may be executed in one or more counterparts, each of which may be executed on paper or electronically. Each executed counterpart (and any copy of an executed counterpart that is an electronic record) shall be deemed an original, and shall constitute one and the same Communication. "**Authorized Email Address**" means any email address Borrower has provided to Bank as the email address for Borrower. Communications may be sent electronically by Bank to Borrower (a) by sending the Communication to the Authorized Email Address for Borrower, or (b) by posting the Communication on a website and sending a notice to the postal address for Borrower or Authorized Email Address informing Borrower that the Communication has been posted, its location, and instructing Borrower on how to view it. In the absence of actual notice of non-delivery received by the sender, and except as otherwise expressly required by applicable law, Communications sent electronically pursuant to this paragraph shall be deemed received when the Communication, or notice of posting, is sent and shall constitute notice of the Communication.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the first date above written.

INTUITIVE MACHINES, INC.

By: /s/ Anna Jones

Name: Anna Jones

Title: General Counsel and Corporate Secretary

INTUITIVE MACHINES, LLC

By: /s/ Anna Jones

Name: Anna Jones

Title: General Counsel and Corporate Secretary

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STIFEL BANK

By: /s/ Cody Nenadal

Name: Cody Nenadal

Title: Managing Director

Exhibit 99.1

Intuitive Machines Completes Acquisition of Lanteris Space Systems

The acquisition positions Intuitive Machines to be a vertically integrated next-generation space prime contractor for commercial, civil and national security space initiatives.

HOUSTON, TX – January 13, 2026 – Intuitive Machines, Inc. (Nasdaq: LUNR) ("Intuitive Machines") or the ("Company"), a leading space technology, infrastructure, and services company, has completed its acquisition of Lanteris Space Systems ("Lanteris"), formerly Maxar Space Systems, a proven spacecraft manufacturer with an exceptional record of delivering a highly reliable family of spacecraft for national security, civil, and commercial customers. The acquisition, first announced on November 4, 2025, was completed for $800 million before closing adjustments, consisting of $450 million in cash and $350 million in Intuitive Machines Class A common stock.

"This acquisition marks a defining moment in the evolution of Intuitive Machines," said Intuitive Machines CEO, Steve Altemus. "We previously proved our ability to operate on the Moon. With Lanteris, we add flight-proven manufacturing at scale. Together, these strengths transform Intuitive Machines into a multi-domain, end-to-end solutions provider that can build spacecraft, connect resilient communications and navigation networks, and operate systems across LEO, MEO, GEO and cislunar space."

Lanteris LEO, MEO and GEO satellites support missile warning and tracking, tactical intelligence, surveillance, reconnaissance, Earth observation, and space domain awareness. Leveraging rapid design and efficient manufacturing, Lanteris is built to deliver with speed, innovation and has a record of proven success in space.

The acquisition aligns with the Intuitive Machines vision, strengthening the Company's position as a vertically integrated next generation space prime that is able to build, connect, and operate end-to-end mission solutions unique to the marketplace today.

Chris Johnson, who will continue as President of Lanteris Space Systems said, "if we could have chosen the best outcome for Lanteris over the past few years, this is exactly what we would have envisioned, and we're excited for the future."

With the closing of this transaction, Intuitive Machines strengthens its ability to service future Golden Dome, Space Development Agency layered architecture, and NASA's Artemis and Lunar Terrain Vehicle initiatives, as well as future Mars telecommunications missions.

About Intuitive Machines

Intuitive Machines is a diversified space technology, infrastructure, and services company focused on fundamentally disrupting lunar access economics. In 2024, Intuitive Machines successfully soft-landed the Company's Nova-C class lunar lander, on the Moon, returning the United States to the lunar surface for the first time since 1972. In 2025, Intuitive Machines returned to the lunar south pole with a second lander. The Company's products and services are focused through three pillars of space commercialization: Delivery Services, Data Transmission Services, and Infrastructure as a Service.

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. These statements that do not relate to matters of historical fact should be considered forward looking. These forward-looking statements generally are identified by the words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "project," "should," "strive," "would," "strategy," "outlook," the negative of these words or other similar expressions, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include but are not limited to statements regarding: the transaction with Lanteris; our expectations and plans relating to our missions to the Moon, including the expected timing of launch and our progress in preparation thereof; our expectations with respect to, among other things, demand for our product portfolio, our submission of bids for contracts; our expectations regarding revenue for government contracts awarded to us; our expectations regarding changes to government contracts or programs; our operations, our financial performance and our industry; our business strategy, business plan, and plans to drive long-term

sustainable shareholder value; and our expectations on revenue and cash generation. These forward-looking statements reflect the Company's predictions, projections, or expectations based upon currently available information and data. Our actual results, performance or achievements may differ materially from those expressed or implied by the forward-looking statements, and you are cautioned not to place undue reliance on these forward-looking statements. The following important factors and uncertainties, among others, could cause actual outcomes or results to differ materially from those indicated by the forward-looking statements in this presentation: various risks and uncertainties related to, among other things, the benefits and costs associated with the transaction with Lanteris; our reliance upon the efforts of our Board and key personnel to be successful; our limited operating history; our failure to manage our growth effectively and to win new contracts; our customer concentration; competition from existing or new companies; unsatisfactory safety performance of our spaceflight systems or security incidents at our facilities; cyber incidents; failure of the market for commercial spaceflight to achieve the growth potential we expect; any delayed launches, launch failures, failure of landers to conduct all mission milestone, failure of our satellites or lunar landers to reach their planned orbital locations, significant increases in the costs related to launches of satellites and lunar landers, and insufficient capacity available from satellite and lunar lander launch providers; our reliance on a single launch service provider; risks associated with commercial spaceflight, including any accident on launch or during the journey into space; risks associated with the handling, production and disposition of potentially explosive and ignitable energetic materials and other dangerous chemicals in our operations; our reliance on a limited number of suppliers for certain materials and supplied components; failure of our products to operate in the expected manner or defects in our products; counterparty risks on contracts entered into with our customers and failure of our prime contractors to maintain their relationships with their counterparties and fulfill their contractual obligations; failure to successfully defend protest from other bidders for government contracts; failure to comply with various laws and regulations relating to various aspects of our business, uncertainty in the regulatory environment and any changes in the funding levels of various governmental entities with which we do business; our failure to protect the confidentiality of our trade secrets and unpatented know how; our failure to comply with the terms of third-party open source software our systems utilize; our ability to maintain an effective system of internal control over financial reporting, and to address and remediate material weaknesses in our internal control over financial reporting; the U.S. government's budget deficit and the national debt, as well as any inability of the U.S. government to complete its budget process for any government fiscal year, and our dependence on U.S. government contracts and the available funding by the U.S. government; our failure to comply with U.S. export and import control laws and regulations and U.S. economic sanctions and trade control laws and regulations; uncertain global macro-economic and political conditions and elevated inflation and interest rates; our history of losses and failure to achieve profitability in the future or failure to generate sufficient funds to continue operations; the cost and potential outcomes of pending and any future litigation; our public securities' potential liquidity and trading; the sufficiency and anticipated use of our existing capital resources to fund our future operating expenses and capital expenditure requirements and needs for additional financing; our ability to successfully identify, complete, integrate, and obtain benefits from any acquisitions, joint ventures and other investments; and other public filings and press releases other factors detailed under the section titled Part I, Item 1A. Risk Factors of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the Securities and Exchange Commission (the "SEC"), the section titled Part I, Item 2, Management's Discussion and Analysis of Financial Condition and Results of Operations and the section titled Part II. Item 1A. "Risk Factors" in our most recently filed Quarterly Report on Form 10-Q, and in our subsequent filings with the SEC, which are accessible on the SEC's website at www.sec.gov.

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

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

Contacts

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