Risk Factors Comparison 2023-12-04 to 2022-12-22 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

The following is a summary of the principal risks described below in this ~~[Annual Report]~~ **Form 10- K** . The following summary should not be considered an exhaustive summary of the material risks facing us, and it should be read in conjunction with the " Risk Factors " section and the other information contained in this ~~[Annual Report]~~ **Form 10- K** . • Our public stockholders may be forced to wait **until** after **December 17, 2023 (or** February 17, ~~2023~~ **2024 if all additional monthly extensions are exercised)** before receiving distributions from the ~~trust~~ **Trust** ~~account~~ **Account** if we are unable to consummate a business combination. • Our public stockholders may not be afforded an opportunity to vote on our proposed business combination. • We may be unable to complete a business combination if our working capital is insufficient to allow us to operate through at least **December 17, 2023 (or** February 17, ~~2023~~ **2024 if all additional monthly extensions are exercised** ~~(unless we further extend the period of time~~). • Provisions of our warrant agreement may make it more difficult for us to consummate an initial business combination. • We depend upon the efforts of our key personnel to effect a business combination and to be successful thereafter. • Our officers and directors may not have significant experience or knowledge regarding the jurisdiction or industry of the target business we may seek to acquire. • Our officers and directors have conflicts of interest in their determination as to how much time to devote to our affairs, which could have a negative impact on our ability to consummate a business combination. • The representative in our initial public offering may have a conflict of interest in rendering services to us in connection with our initial business combination. • We anticipate that we will only be able to complete one business combination and will ~~be~~ be solely dependent on a single business. • The redemption rights of our stockholders may not allow us to effectuate the most desirable business combination or optimize our capital structure. • Each public stockholder will have the option to vote in favor of a proposed business combination and still seek redemption of his, her or its shares. • Our board of directors may exercise discretion in agreeing to changes or waivers in the terms of the business combination, which may result in a conflict of interest. • We do not have a specified maximum redemption threshold, which may make it easier for us to consummate a business combination even where a substantial number of public stockholders seek to redeem their shares. • Our current stockholders will experience immediate dilution as a consequence of the issuance of shares in Rezolve as consideration in the business combination and minority share position may reduce the influence that our public stockholders have on the management of Rezolve following the business combination. • We may require stockholders who wish to redeem their shares in connection with a proposed business combination to comply with specific requirements for redemption that may make it more difficult for them to exercise their redemption rights prior to the deadline. • We require public stockholders who wish to redeem their shares to comply with specific requirements for redemption, and such redeeming stockholders may be unable to sell their securities when they wish to in the event that the proposed business combination is not approved. • Because of our structure, other companies may have a competitive advantage and we may not be able to consummate an attractive business combination. • Competition for attractive business combination targets could increase the cost of our initial business combination and could even result in our inability to find a target or to consummate an initial business combination. • Changes in the market for directors' and officers' liability insurance could make it more difficult and more expensive for us to negotiate and complete an initial business combination. • We may issue our shares to investors in connection with our initial business combination at a price that is less than the prevailing market price of our shares at that time ~~. • The impact of the coronavirus (COVID- 19) outbreak and other events, and the status of debt and equity markets on the consummation of a business combination~~ . • Subsequent to the Closing, Rezolve may be required to take write- downs or write-offs, restructuring and impairment, or other charges that could materially adversely affect its financial condition, results of operations and stock price, which could cause you to lose some or all of your investment. • The requirement that we complete an initial business combination within the prescribed period of time may give potential target businesses leverage over us in negotiating a business combination. • The extension of the time period to consummate our initial business combination for an additional three months without submitting such proposed extension to our stockholders for approval or offering our public stockholders redemption rights in connection therewith. • We may not obtain a fairness opinion with respect to the target business that we seek to. • A business combination with a company located in a foreign jurisdiction would subject us to a variety of additional risks that may negatively impact our operations. and the laws applicable to such company will likely govern all of our material agreements impacting our ability to enforce our legal rights. ~~17 •~~ We will not be able to complete a business combination with prospective target businesses unless their financial statements are prepared in accordance with U. S. generally accepted accounting principles or international financial reporting standards. • Past performance by our management team or their affiliates may not be indicative of future performance of an investment in us. • Our key personnel may negotiate employment or consulting agreements with a target business in connection with a particular business combination that may provide for them to receive compensation following a business combination and cause them to have conflicts of interest in determining whether a particular business combination is the most advantageous. • Certain members of Rezolve' s management team have limited experience managing a public company. • Our directors may decide not to enforce our sponsor' s indemnification obligations, resulting in a reduction in the amount of funds in the ~~trust~~ **Trust** ~~account~~ **Account** available for distribution to our public stockholders. • Our officers and directors may have a conflict of interest in determining whether a particular target business is appropriate for a business combination. • Our officers and directors or their affiliates have pre-existing fiduciary and contractual obligations and may in the future become affiliated with other entities engaged in business activities similar to those intended to be conducted by us. • Our initial stockholders will control a substantial interest in us and

thus may influence certain actions requiring a stockholder vote. • The value of the founder shares following completion of our initial business combination is likely to be substantially higher than the nominal price paid for them, even if the trading price of our common stock at such time is substantially less than $ 10. 00 per share. • Our anchor investors have purchased approximately 99 % of the units sold in our initial public offering. As a result, the trading volume, volatility and liquidity for our shares could be reduced, the trading price of our shares could be adversely affected and other investors could be prevented from influencing significant corporate decisions. • Since our anchor investors acquired an interest in founder shares from our sponsor in connection with the closing of our initial public offering, a conflict of interest may arise in determining whether a particular target business is appropriate for our initial business combination. • Our outstanding warrants may have an adverse effect on the market price of our common stock and make it more difficult to effect a business combination. • We may redeem your unexpired warrants prior to their exercise at a time that is disadvantageous to you, thereby making your warrants worthless. **12** • You will not be permitted to exercise your warrants unless we register and qualify the underlying common stock or certain exemptions are available. • Our management' s ability to require holders of our warrants to exercise such warrants on a cashless basis will cause holders to receive fewer shares of common stock upon their exercise of the warrants than they would have received had they been able to exercise their warrants for cash. • If our security holders exercise their registration rights, it may have an adverse effect on the market price of our shares of common stock and the existence of these rights may make it more difficult to effect a business combination. • Nasdaq may delist our securities from quotation on its exchange which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. ~~18 •~~ • Rezolve will be required to meet the initial listing requirements to be listed on Nasdaq, which it may not be able to do. Even if Rezolve' s securities are so listed, Rezolve may be unable to maintain the listing in the future. • You will not be entitled to protections normally afforded to investors of blank check companies. • There may be tax consequences to our business combinations that may adversely affect us. • A new 1 % U. S. federal excise tax could be imposed on us in connection with redemptions by us of our shares. • If we do not file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants, holders will only be able to exercise such warrants on a " cashless basis. " • An investor will only be able to exercise a warrant if the issuance of shares of common stock upon such exercise has been registered or qualified or is deemed exempt under the securities laws of the state of residence of the holder of the warrants. • We may amend the terms of the warrants in a manner that may be adverse to holders with the approval by the holders of at least a majority of the then outstanding public warrants. • Our warrant agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our warrants, which could limit the ability of warrant holders to obtain a favorable judicial forum for disputes with our company. • If third parties bring claims against us, the proceeds held in trust could be reduced and the per- share redemption price received by stockholders may be less than $ 10. 00. • Our stockholders may be held liable for claims by third parties against us to the extent of distributions received by them. • We may issue shares of our capital stock or debt securities to complete a business combination, which would reduce the equity interest of our stockholders and likely cause a change in control of our ownership. • Provisions in our amended and restated certificate of incorporation and bylaws and Delaware law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our common stock and could entrench management. • Our amended and restated certificate of incorporation provides, subject to limited exceptions, that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or stockholders. Risks Relating to our Search For, Consummation of, or Inability to Consummate, a Business Combination and Post- Business Combination Risks If we are unable to consummate a business combination, our public stockholders may be forced to wait more than ~~until~~ **December 17, 2023 (or** February 17, ~~2023~~ **2024 if all additional monthly extensions are exercised)** before receiving distributions from the ~~trust~~ **Trust** ~~account~~ **Account** . **We** ~~Following the exercise of the automatic extension of the deadline for us to complete an initial business combination under our second amended and restated certificate of incorporation, we~~ have **until December 17, 2023 (or** until February 17, ~~2023~~ **2024 if all additional monthly extensions are exercised) to consummate a business combination** (~~or 18 months following our initial public offering) to consummate a business combination~~ unless we further extend the period of time to consummate a business combination). We have no obligation to return funds to investors prior to such date unless we consummate a business combination prior thereto and only then in cases where investors have sought to redeem or sell their shares to us. Only after the expiration of this full time period, which we may seek to extend further in accordance with our **Charter** ~~second amended and restated certificate of 19 incorporation~~ , will public security holders be entitled to distributions from the ~~trust~~ **Trust** ~~account~~ **Account** if we are unable to complete a business combination. Accordingly, investors' funds may be unavailable to them until after such date and to liquidate your investment, public security holders may be forced to sell their public shares or warrants, potentially at a loss. **13** Our public stockholders may not be afforded an opportunity to vote on our proposed business combination. We will either (1) seek stockholder approval of our initial business combination at a meeting called for such purpose at which public stockholders may seek to redeem their shares, regardless of whether they vote for or against the proposed business combination or do not vote at all, into their pro rata share of the aggregate amount then on deposit in the ~~trust~~ **Trust** ~~account~~ **Account** (net of taxes payable), or (2) provide our public stockholders with the opportunity to sell their shares to us by means of a tender offer (and thereby avoid the need for a stockholder vote) for an amount equal to their pro rata share of the aggregate amount then on deposit in the ~~trust~~ **Trust** ~~account~~ **Account** (net of taxes payable), in each case subject to the limitations described elsewhere in this ~~Annual Report~~ **Form 10- K** . Accordingly, it is possible that we will consummate our initial business combination even if holders of a majority of our public shares do not approve of the business combination we consummate. The decision as to whether we will seek stockholder approval of a proposed business combination or will allow stockholders to sell their shares to us in a tender offer will be made by us, solely in our discretion, and will be based on a variety

of factors such as the timing of the transaction and whether the terms of the transaction would otherwise require us to seek stockholder approval. For instance, Nasdaq rules currently allow us to engage in a tender offer in lieu of a stockholder meeting but would still require us to obtain stockholder approval if we were seeking to issue more than 20 % of our outstanding shares to a target business as consideration in any business combination. Therefore, if we were structuring a business combination that required us to issue more than 20 % of our outstanding shares, we would seek stockholder approval of such business combination instead of conducting a tender offer. If we determine to change our acquisition criteria or guidelines, many of the disclosures contained in this ~~Annual Report~~ **Form 10- K** would not be applicable and you would be investing in our company without any basis on which to evaluate the potential target business we may acquire. We could seek to deviate from the acquisition criteria or guidelines disclosed in this ~~Annual Report~~ **Form 10- K** although we have no current intention to do so. Accordingly, investors may be making an investment in our company without any basis on which to evaluate the potential target business we may acquire. Regardless of whether or not we deviate from the acquisition criteria or guidelines in connection with any proposed business combination, investors will always be given the opportunity to redeem their shares or sell them to us in a tender offer in connection with any proposed business combination as described in this ~~Annual Report~~ **Form 10- K** . If our working capital is insufficient to allow us to operate through at least **December 17, 2023 (or** February 17, **2024 if all additional monthly extensions are exercised), we may be unable to complete a business combination. As of September 30,** 2023 ~~(unless we further extend the period of time to consummate a business combination)~~ , we **had cash outside** ~~may be unable to complete a business combination. On November 10, 2022,~~ our ~~sponsor loaned us~~ **Trust Account of** $ **60, 284, available** ~~1. 5 million in order to cover the additional contribution to the trust account in connection with the automatic extension of the deadline to complete our initial business combination and $ 0. 45 million~~ for working capital ~~purposes~~ **needs** . ~~Also,~~ **All remaining cash** ~~as~~ **was held in the Trust Account and is generally unavailable** ~~of September 30, 2022, we owed our Sponsor $ 251, 754~~ for **our** ~~loans previously made to us~~ **use , prior** ~~in May 2022~~ to ~~fund working capital. Each loan is non- interest bearing and~~ **an** ~~evidenced by a promissory note. The notes would be paid upon consummation of our~~ initial business combination ~~, without interest. In the event that the initial business combination does not close, we may use a portion of the working capital held outside the trust account to repay such loaned amounts, but no proceeds from our trust account would be used for such repayment~~ . We believe **the** ~~that such~~ funds **available to us outside of the Trust Account, together with the funds available from loans from our Sponsor, officers, directors or their affiliates** will be sufficient to allow us to operate through **December 17, 2023 (or** February 17, ~~2023~~ **2024** ~~(~~ **if all additional monthly extensions are exercised),** unless we further extend the period of time to consummate a business combination ~~)~~ ; however, we cannot assure you that our estimate is accurate. Accordingly, if we use all of the funds held outside of the ~~trust~~ **Trust** ~~account~~ **Account** and all interest available to us and the proceeds from our working capital ~~loan~~ **loans** ~~made on November 10, 2022~~ , we may not have sufficient funds available with which to close an initial business combination. In such event, we would need to borrow additional funds ~~20~~ from our sponsor, officers or directors or their affiliates to operate or may be forced to liquidate. Our sponsor, officers, directors and their affiliates may, but are not obligated to, loan us funds, from time to time or at any time, in whatever amount that they deem reasonable in their sole discretion for our working capital needs. Each loan would be non- interest bearing and be evidenced by a promissory note and would be paid upon consummation of our initial business combination, without interest. A provision of our warrant agreement may make it more difficult for us to consummate an initial business combination. If: • we issue additional shares of common stock or equity- linked securities for capital raising purposes in connection with the closing of our initial business combination at an issue price or effective issue price of less than $ 9. 20 per share of common stock, • the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of our initial business combination on the date of the consummation of our initial business combination (net of redemptions), and • the Market Value is below $ 9. 20 per share, then the exercise price of the warrants will be adjusted to be equal to 115 % of the higher of the Market Value and the price at which we issue the additional shares of common stock or equity- linked securities. This may make it more difficult for us to consummate an initial business combination with a target business. Our ability to successfully effect a business combination and to be successful thereafter will be totally dependent upon the efforts of our key personnel. Our ability to successfully effect a business combination is dependent upon the efforts of our key personnel. We believe that our success depends on the continued service of our key personnel, at least until we have consummated our initial business combination. We cannot assure you that any of our key personnel will remain with us for the immediate or foreseeable future. In addition, none of our officers is required to commit any specified amount of time to our affairs and, accordingly, our officers will have conflicts of interest in allocating management time among various business activities, including identifying potential business combinations and monitoring the related due diligence. We do not have employment agreements with, or key- man insurance on the life of, any of our officers. The unexpected loss of the services of our key personnel could have a detrimental effect on us. The role of our key personnel after a business combination, however, cannot presently be ascertained. Although some of our key personnel may serve in senior management or advisory positions following a business combination, it is likely that most, if not all, of the management of the target business will remain in place. While we intend to closely scrutinize any such individuals, we cannot assure you that our assessment of these individuals will prove to be correct. Some or all of these individuals may be unfamiliar with the requirements of operating a public company which could cause us to have to expend time and resources helping them become familiar with such requirements. This could be expensive and time- consuming and could lead to various regulatory issues which may adversely affect the operations of the post- business combination company. **14** Our officers and directors may not have significant experience or knowledge regarding the jurisdiction or industry of the target business we may seek to acquire. We may consummate a business combination with a target business in any geographic location or industry we choose. We cannot assure you that our officers and directors will have enough experience or have sufficient knowledge relating to the jurisdiction of the target or its industry to make an informed decision regarding a business combination. ~~21~~ Our officers and directors will allocate their time to other businesses thereby

causing conflicts of interest in their determination as to how much time to devote to our affairs. This could have a negative impact on our ability to consummate a business combination. Our officers and directors will not commit their full time to our affairs. We presently expect each of our officers and directors to devote such amount of time as they reasonably believe is necessary to our business thereby causing conflicts of interest in their determination as to how much time to devote to our affairs. We do not intend to have any full- time employees prior to the consummation of our initial business combination. The foregoing could have a negative impact on our ability to consummate our initial business combination. The representative may have a conflict of interest in rendering services to us in connection with our initial business combination. We have engaged the representative to assist us in connection with our initial business combination. We will pay the representative a cash fee for such services in an aggregate amount equal to up to 2. 25 % of the total gross proceeds raised in our initial public offering only if we consummate our initial business combination. We will also pay the representative a separate capital market advisory fee of $ 2, 500, 000 upon completion of our initial business combination. Additionally, we will pay the representative a cash fee equal to 1. 0 % of the total consideration payable in the proposed business combination if the representative introduces us to the target business with which we complete a business combination. These financial interests may result in the representative having a conflict of interest when providing the services to us in connection with an initial business combination. We anticipate that we will only be able to complete one business combination, which will cause us to be solely dependent on a single business. We anticipate that we will consummate a business combination with a single target business, although we have the ability to simultaneously acquire several target businesses. By consummating a business combination with only a single entity, our lack of diversification may subject us to numerous economic, competitive and regulatory developments. Further, we would not be able to diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have the resources to complete several business combinations in different industries or different areas of a single industry. Accordingly, the prospects for our success may be: • solely dependent upon the performance of a single business, or • dependent upon the development or market acceptance of a single or limited number of products, processes or services. This lack of diversification may subject us to numerous economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to a business combination. The ability of our stockholders to exercise their redemption rights or sell their shares to us in a tender offer may not allow us to effectuate the most desirable business combination or optimize our capital structure. If our business combination requires us to use substantially all of our cash to pay the purchase price, because we will not know how many stockholders may exercise redemption rights or seek to sell their shares to us in a tender offer, we may either need to reserve part of the ~~trust~~ **Trust** ~~account~~ **Account** for possible payment upon such redemption, or we may need to arrange third party financing to help fund our business combination. In the event that the acquisition involves the issuance of our stock as consideration, we may be required to issue a higher percentage of our stock to make up for a shortfall in funds. Raising additional funds to cover any shortfall may involve dilutive equity financing or incurring indebtedness at higher than desirable levels. This may limit our ability to effectuate the most attractive business combination available to us, if we are able to consummate a business combination at all. ~~22~~ In connection with any vote to approve a business combination, we will offer each public stockholder the option to vote in favor of a proposed business combination and still seek redemption of his, her or its shares. In connection with any vote to approve a business combination, we will offer each public stockholder (but not our sponsor, officers or directors) the right to have his, her or its shares of common stock redeemed to cash (subject to the limitations described elsewhere in this ~~Annual Report~~ **Form 10-K**) regardless of whether such stockholder votes for or against such proposed business combination or does not vote at all. The ability to seek redemption while voting in favor of our proposed business combination may make it more likely that we will consummate a business combination. The exercise by our board of directors of discretion in agreeing to changes or waivers in the terms of the business combination may result in a conflict of interest when determining whether such changes to the terms of the business combination or waivers of conditions are appropriate and in the best interests of our stockholders. In the period leading up to the closing of the business combination, events may occur that, pursuant to the Business Combination Agreement, would require us to agree to amend the Business Combination Agreement, to consent to certain actions taken by Rezolve, or to waive rights that we are entitled to under the Business Combination Agreement. Such events could arise because of changes in the course of Rezolve' s business, a request by Rezolve to undertake actions that would otherwise be prohibited by the terms of the Business Combination Agreement, or the occurrence of other events that would have a material adverse effect on Rezolve' s business and would entitle us to terminate the Business Combination Agreement. In fact, we announced that we entered into ~~we entered into~~ an amendment to the Business **Combination Agreement and the subsequent Amended and Restated** Combination Agreement. In any such circumstances, it would be at our discretion, acting through our board of directors, to grant its consent or waive those rights. The existence of the financial and personal interests of our officers and directors described in the preceding risk factors may result in a conflict of interest on the part of one or more of the directors between what they may believe is best for us and what we may believe is best for ourselves in determining whether or not to take the requested action. **15** We do not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it easier for us to consummate a business combination even where a substantial number of public stockholders seek to redeem their shares to cash in connection with the vote on the business combination. We have no specified percentage threshold for redemption in our amended and restated certificate of incorporation. As a result, we may be able to consummate a business combination even though a substantial number of our public stockholders do not agree with the transaction and have redeemed their shares. ~~However, in no event will we consummate an initial business combination unless we have net tangible assets of at least $ 5, 000, 001 immediately prior to or upon consummation of our initial business combination.~~ Our current stockholders will experience immediate dilution as a consequence of the issuance of shares in Rezolve as consideration in the business combination. Having a minority share position may reduce the influence that our current stockholders have on the management of Rezolve following the business combination. After the business combination, assuming no **further** redemptions of shares in

Armada for cash ~~and excluding any shares that may be issued pursuant to the Purchase Price Adjustment~~ , our current public stockholders will own approximately ~~7~~ **1** . ~~5~~ **315** % of Rezolve, our sponsor will own approximately ~~2~~ **3** . ~~8~~ **18** % of Rezolve ~~, our PIPE investors will own approximately 1 % of Rezolve,~~ and Rezolve' s existing shareholders (including its convertible noteholders) will own approximately ~~88~~ **95** . ~~8~~ **39** % of Rezolve. The minority position of the former Armada stockholders will give them limited influence over the management and operations of Rezolve following the business combination. ~~23~~ In connection with any stockholder meeting called to approve a proposed initial business combination, we may require stockholders who wish to redeem their shares in connection with a proposed business combination to comply with specific requirements for redemption that may make it more difficult for them to exercise their redemption rights prior to the deadline for exercising their rights. In connection with any stockholder meeting called to approve a proposed initial business combination, each public stockholder will have the right, regardless of whether he is voting for or against such proposed business combination or does not vote at all, to demand that we redeem his shares into a pro rata share of the ~~trust~~ **Trust** ~~account~~ **Account** as of two business days prior to the consummation of the initial business combination. We may require public stockholders who wish to redeem their shares in connection with a proposed business combination to either (i) tender their certificates to our transfer agent or (ii) deliver their shares to the transfer agent electronically using the Depository Trust Company' s DWAC (Deposit / Withdrawal At Custodian) System, at the holders' option, in each case prior to a date set forth in the tender offer documents or proxy materials sent in connection with the proposal to approve the business combination. In order to obtain a physical stock certificate, a stockholder' s broker and / or clearing broker, DTC and our transfer agent will need to act to facilitate this request. It is our understanding that stockholders should generally allot at least two weeks to obtain physical certificates from the transfer agent. However, because we do not have any control over this process or over the brokers or DTC, it may take significantly longer than two weeks to obtain a physical stock certificate. While we have been advised that it takes a short time to deliver shares through the DWAC System, we cannot assure you of this fact. Accordingly, if it takes longer than we anticipate for stockholders to deliver their shares, stockholders who wish to redeem may be unable to meet the deadline for exercising their redemption rights and thus may be unable to redeem their shares. If, in connection with any stockholder meeting called to approve a proposed business combination, we require public stockholders who wish to redeem their shares to comply with specific requirements for redemption, such redeeming stockholders may be unable to sell their securities when they wish to in the event that the proposed business combination is not approved. If we require public stockholders who wish to redeem their shares to comply with specific requirements for redemption and such proposed business combination is not consummated, we will promptly return such certificates to the tendering public stockholders. Accordingly, investors who attempted to redeem their shares in such a circumstance will be unable to sell their securities after the failed acquisition until we have returned their securities to them. The market price for our shares of common stock may decline during this time and you may not be able to sell your securities when you wish to, even while other stockholders that did not seek redemption may be able to sell their securities. Because of our structure, other companies may have a competitive advantage and we may not be able to consummate an attractive business combination. We expect to encounter intense competition from other than blank check companies having a business objective similar to ours and other entities, including venture capital funds, leveraged buyout funds and operating businesses competing for acquisitions. Many of these entities are well established and have extensive experience in identifying and effecting business combinations directly or through affiliates. Many of these competitors possess greater technical, human and other resources than we do and our financial resources will be relatively limited when contrasted with those of many of these competitors. While we believe that there are numerous potential target businesses that we could acquire with the net proceeds of this offering and the sale of the private shares, our ability to compete in acquiring certain sizable target businesses will be limited by our available financial resources. This inherent competitive limitation gives others an advantage in pursuing the acquisition of certain target businesses. Furthermore, seeking stockholder approval or engaging in a tender offer in connection with any proposed business combination may delay the consummation of such a transaction. Additionally, our outstanding warrants, and the future dilution they potentially represent, may not be viewed favorably by certain target businesses. Any of the foregoing may place us at a competitive disadvantage in successfully negotiating a business combination. ~~24~~ **16** As the number of special purpose acquisition companies evaluating targets increases, ~~attractive targets may become scarcer and~~ there may be more competition for ~~attractive~~ **us to retain Rezolve as our initial business combination** ~~targets~~ **target** . This could increase the cost of our initial business combination and could even result in our inability to ~~find a target or to~~ consummate an initial business combination. In recent years ~~and specifically in the last six months,~~ the number of special purpose acquisition companies that have been formed has increased substantially. Many potential targets for special purpose acquisition companies have already entered into an initial business combination, and there are still many special purpose acquisition companies seeking targets for their initial business combination, as well as many such companies currently in registration. As a result, ~~at times, fewer attractive targets may be available, attractive targets under contract may nevertheless be approached by other~~ **there** ~~potential acquirors, and it~~ may **be competition for us** ~~require more time, more effort and more resources~~ to ~~identify a suitable~~ **retain Rezolve as our initial business combination** target ~~and to consummate an initial business combination~~ . In addition, because there are more special purpose acquisition companies seeking to enter into an initial business combination with available targets, the competition for available targets with attractive fundamentals or business models may increase, which could cause **Rezolve** ~~targets companies~~ to demand improved financial terms. ~~Attractive deals could also become scarcer for other reasons, such as economic or industry sector downturns, geopolitical tensions, or increases in the cost of additional capital needed to close business combinations or operate targets post- business combination.~~ This could **result in** ~~increase the cost of, delay or~~ **our** ~~otherwise complicate or frustrate our ability~~ **inability** to ~~find and~~ consummate an initial business combination **with Rezolve** ~~, and may result in our inability to consummate an initial business combination on terms favorable to our investors~~ altogether. Changes in the market for directors' and officers' liability insurance could make it more difficult and more expensive for us to negotiate and complete an initial business combination.

The ~~In recent months, the~~ market for directors' and officers' liability insurance for special purpose acquisition companies has changed. The premiums charged for such policies have generally increased and the terms of such policies have generally become less favorable. There can be no assurance that these trends will not continue. The increased cost and decreased availability of directors' and officers' liability insurance **has added increased transaction** ~~could make it more difficult and more expensive~~ -- **expenses** ~~for us~~ to ~~negotiate an~~ **our proposed** initial business combination. In order to obtain directors' and officers' liability insurance or modify its coverage as a result of becoming a public company, the post- business combination entity might need to incur greater expense, accept less favorable terms or both. However, any failure to obtain adequate directors' and officers' liability insurance could have an adverse impact on the post- business combination' s ability to attract and retain qualified officers and directors. In addition, even after we were to complete an initial business combination, our directors and officers could still be subject to potential liability from claims arising from conduct alleged to have occurred prior to the initial business combination. As a result, in order to protect our directors and officers, **we anticipate that** the post- business combination entity **will** ~~would likely~~ purchase additional insurance with respect to any such claims (" run- off insurance "). The need for run- off insurance ~~would~~ **will** be an added expense for the post- business combination entity, and could interfere with or frustrate our ability to consummate an initial business combination on terms favorable to our investors. We may issue our shares to investors in connection with our initial business combination at a price that is less than the prevailing market price of our shares at that time. In connection with our initial business combination, we may issue shares to investors in private placement transactions (so- called PIPE transactions) at a price of $ 10. 00 per share or which approximates the per- share amounts in our ~~trust~~ **Trust** ~~account~~ **Account** at such time. The purpose of such issuances will be to enable us to provide sufficient liquidity to the post- business combination entity. The price of the shares we issue may therefore be less, and potentially significantly less, than the market price for our shares at such time. **17** ~~25 Our search for an initial business combination, and any target business with which we ultimately consummate an initial business combination, may be materially adversely affected by the recent coronavirus (COVID- 19) outbreak and other events, and the status of debt and equity markets. In December 2019, a novel strain of coronavirus surfaced in Wuhan, China and has spread throughout the world, including the United States. On January 30, 2020, the World Health Organization declared the outbreak of the coronavirus disease (COVID- 19) a " Public Health Emergency of International Concern. " On January 31, 2020, the U. S. Health and Human Services Secretary declared a public health emergency for the United States to aid the U. S. healthcare community in responding to COVID- 19, and on March 11, 2020 the World Health Organization characterized the outbreak as a " pandemic ". The COVID- 19 outbreak has adversely affected, and other events (such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases) could adversely affect, the economies and financial markets worldwide, and the business of any potential target business with which we consummate an initial business combination could be materially and adversely affected. Furthermore, we may be unable to complete an initial business combination if concerns relating to COVID- 19 continue to restrict travel, limit the ability to have meetings with potential investors or the target company' s personnel, vendors and services providers are unavailable to negotiate and consummate a transaction in a timely manner. The extent to which COVID- 19 impacts our search for an initial business combination will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID- 19 and the actions to contain COVID- 19 or treat its impact, among others. While vaccines for COVID- 19 are being, and have been, developed, there is no guarantee that any such vaccine will be durable and effective consistent with current expectations and we expect that it will take significant time before the vaccines are available and accepted on a significant scale globally. If the disruptions posed by COVID- 19 or other events (such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases) continue for an extensive period of time, our ability to consummate an initial business combination, or the operations of a target business with which we ultimately consummate an initial business combination, may be materially adversely affected. Finally, the outbreak of COVID- 19 may also have the effect of heightening many of the other risks described in this " Risks Factors " section, such as those related to the market for our securities and cross- border transactions. In addition, our ability to consummate a transaction may be dependent on the ability to raise equity and debt financing which may be impacted by COVID- 19 and other events (such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases), including as a result of increased market volatility, decreased market liquidity in third- party financing being unavailable on terms acceptable to us or at all. The determination for the offering price of our units is more arbitrary than the pricing of securities for an operating company in a particular industry. Prior to this offering there has been no public market for any of our securities. The public offering price of the units and the terms of the warrants were negotiated between us and the representative. Factors considered in determining the prices and terms of the units, including the shares of common stock and warrants underlying the units, include: • the history and prospects of companies whose principal business is the acquisition of other companies; • prior offerings of those companies; • our prospects for acquiring an operating business at attractive values; • our capital structure; • an assessment of our management and their experience in identifying operating companies; and • general conditions of the securities markets at the time of the offering. However, although these factors were considered, the determination of our offering price is more arbitrary than the pricing of securities for an operating company in a particular industry since we have no historical operations or financial results to compare them to. 26~~ Subsequent to the Closing, Rezolve may be required to take write- downs or write- offs, restructuring and impairment, or other charges that could materially adversely affect its financial condition, results of operations and stock price, which could cause you to lose some or all of your investment. We cannot assure you that the due diligence we conducted on Rezolve revealed all material issues that may be present in Rezolve, that it would uncover all material issues through customary due diligence, or that factors outside of our and Rezolve' s control will not later arise. As a result, Rezolve may be forced to later write down or write off assets, restructure its operations, or incur impairment or other charges that could result in losses. Unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analyses. Even though these charges may be noncash

items and not have an immediate impact on the liquidity of Rezolve, the incurrence of charges of this nature could contribute to negative market perceptions about Rezolve or its securities. In addition, charges of this nature may cause Rezolve to be unable to obtain future financing on favorable terms, or at all. The requirement that we complete an initial business combination within the prescribed period of time may give potential target businesses leverage over us in negotiating a business combination. **We** ~~Following the automatic extension of the deadline, we~~ have ~~through~~ **until December 17, 2023 (or until** February 17, ~~2023~~ **2024 if all additional monthly extensions are exercised)** to complete an initial business combination (unless we further extend the period of time to consummate a business combination). Any potential target business with which we enter into negotiations concerning a business combination will be aware of this requirement. Consequently, such target business may obtain leverage over us in negotiating a business combination, knowing that if we do not complete a business combination with that particular target business, we may be unable to complete a business combination with any other target business. This risk will increase as we get closer to the time limit referenced above ~~. We extended our time period to consummate our initial business combination for an additional three months and accordingly have a total of 18 months from the closing of our initial public offering to consummate a business combination without submitting such proposed extension to our stockholders for approval or offering our public stockholders redemption rights in connection therewith. We exercised the automatic extension under our second amended and restated certificate of incorporation and will have until February 17, 2023 to consummate a business combination (for a total of 18 months from our initial public offering to complete a business combination) without submitting such proposed extension to our stockholders for approval or offering our public stockholders redemption rights in connection therewith. There are no assurances that we will be able to consummate our initial business combination during such period of time~~ . We may not obtain a fairness opinion with respect to the target business that we seek to acquire and therefore you may be relying solely on the judgment of our board of directors in approving a proposed business combination. We will only be required to obtain a fairness opinion with respect to the target business that we seek to acquire if it is an entity that is affiliated with any of our sponsor, officers, directors or their affiliates. In all other instances, we will have no obligation to obtain an opinion. Accordingly, investors will be relying solely on the judgment of our board of directors in approving a proposed business combination. Resources could be spent researching acquisitions that are not consummated, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. It is anticipated that the investigation of each specific target business and the negotiation, drafting, and execution of relevant agreements, disclosure documents, and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If a decision is made not to complete a ~~27~~ specific business combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, even if an agreement is reached relating to a specific target business, we may fail to consummate the business combination for any number of reasons including those beyond our control. Any such event will result in a loss to us of the related costs incurred which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we effect a business combination with a company located in a foreign jurisdiction, we would be subject to a variety of additional risks that may negatively impact our operations. If we consummate a business combination with a target business in a foreign country, we would be subject to any special considerations or risks associated with companies operating in the target business' home jurisdiction, including any of the following: • rules and regulations or currency conversion or corporate withholding taxes on individuals; • tariffs and trade barriers; • regulations related to customs and import / export matters; • longer payment cycles; • tax issues, such as tax law changes and variations in tax laws as compared to the United States; • currency fluctuations and exchange controls; • challenges in collecting accounts receivable; • cultural and language differences; • employment regulations; • crime, strikes, riots, civil disturbances, terrorist attacks and wars; and • deterioration of political relations with the United States. We cannot assure you that we would be able to adequately address these additional risks. If we were unable to do so, our operations might suffer. **18** If we effect a business combination with a company located outside of the United States, the laws applicable to such company will likely govern all of our material agreements and we may not be able to enforce our legal rights. If we effect a business combination with a company located outside of the United States, the laws of the country in which such company operates will govern almost all of the material agreements relating to its operations. We cannot assure you that the target business will be able to enforce any of its material agreements or that remedies will be available in this new jurisdiction. The system of laws and the enforcement of existing laws in such jurisdiction may not be as certain in implementation and interpretation as in the United States. The inability to enforce or obtain a remedy under any of our future agreements could result in a significant loss of business, business opportunities or capital. Additionally, if we acquire a company located outside of the United States, it is likely that substantially all of our assets would be located outside of the United States and some of our officers and directors might reside outside of the United States. As a result, it may not be possible for investors in the United States to enforce their legal rights, to effect service of process upon our directors or officers or to enforce judgments of United States courts predicated upon civil liabilities and criminal penalties of our directors and officers under federal securities laws. ~~28~~ Because we must furnish our stockholders with target business financial statements prepared in accordance with U. S. generally accepted accounting principles or international financial reporting standards, we will not be able to complete a business combination with prospective target businesses unless their financial statements are prepared in accordance with U. S. generally accepted accounting principles or international financial reporting standards. The federal proxy rules require that a proxy statement with respect to a vote on a business combination meeting certain financial significance tests include historical and / or pro forma financial statement disclosure in periodic reports. These financial statements may be required to be prepared in accordance with, or be reconciled to, accounting principles generally accepted in the United States of America, or GAAP, or international financial reporting standards, or IFRS, depending on the circumstances, and the historical financial statements may be required to be audited in accordance with the standards of the Public Company Accounting Oversight Board (United States), or PCAOB. We will include the same financial statement disclosure in connection with any tender offer documents we use, whether or not they are required under the tender

offer rules. Additionally, to the extent we furnish our stockholders with financial statements prepared in accordance with IFRS, such financial statements will need to be audited in accordance with U. S. GAAP at the time of the consummation of the business combination. These financial statement requirements may limit the pool of potential target businesses we may acquire. Risks Relating to Our Sponsor and Management Team Past performance by our management team or their affiliates may not be indicative of future performance of an investment in us. Information regarding performance by, or businesses associated with, our management team or their affiliates, is presented for informational purposes only. Any past experience of and performance by our management team or their affiliates is not a guarantee either: (1) that we will be able to successfully identify a suitable candidate for our initial business combination; or (2) of any results with respect to any initial business combination we may consummate. You should not rely on the historical record of our management team as indicative of the future performance of an investment in us or the returns we will, or are likely to, generate going forward. Our key personnel may negotiate employment or consulting agreements with a target business in connection with a particular business combination. These agreements may provide for them to receive compensation following a business combination and as a result, may cause them to have conflicts of interest in determining whether a particular business combination is the most advantageous. Our key personnel will be able to remain with the company after the consummation of a business combination only if they are able to negotiate employment or consulting agreements or other appropriate arrangements in connection with the business combination. Such negotiations would take place simultaneously with the negotiation of the business combination and could provide for such individuals to receive compensation in the form of cash payments and / or our securities for services they would render to the company after the consummation of the business combination. The personal and financial interests of such individuals may influence their motivation in identifying and selecting a target business. Certain members of Resolve' s management team have limited experience managing a public company. Other than its chief executive officer, the members of Rezolve' s management team have limited experience managing a U. S. publicly- traded company, and most do not have experience interacting with public company investors and complying with the complex laws, rules and regulations that govern public companies. The management team in place following the business combination may not be able to successfully or efficiently manage Rezolve' s transition to being a public company. ~~29~~ As a public company, Rezolve will be subject to the reporting requirements of the Exchange Act, the Sarbanes- Oxley Act and Nasdaq rules. The Sarbanes- Oxley Act requires, among other things, that a company maintain effective disclosure controls and procedures (" DCP ") and internal controls over financial reporting (" ICFR "). The management team' s limited experience operating a public company may result in operational inefficiencies or errors, or a failure to improve or maintain effective ICFR and DCP necessary to ensure timely and accurate reporting of operational and financial results. To date, Rezolve' s management team has not had to conduct a review of its DCP and ICFR for the purposes of such reporting requirements, and Rezolve' s management team will need to devote a substantial amount of time to these compliance initiatives and may need to add personnel in areas such as accounting, financial reporting, investor relations and legal in connection with operations as a public company. Ensuring that Rezolve has adequate internal financial and accounting controls and procedures in place is a costly and time **-** consuming effort that needs to be reevaluated frequently. Rezolve' s compliance with existing and evolving regulatory requirements will result in increased administrative expenses and a diversion of management' s time and attention. **19** Additionally, pursuant to Sections 302 and 404 of the Sarbanes- Oxley Act (" Section 404 "), Rezolve will be required to furnish certain certifications and reports by its management on its ICFR, which, after it is no longer an emerging growth company, must be accompanied by an attestation report on ICFR issued by its independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, Rezolve will document and evaluate its ICFR, which is both costly and challenging. Implementing any appropriate changes to its internal controls may require specific compliance training for Rezolve' s directors, officers and employees, entail substantial costs to modify its existing accounting systems, and take a significant period of time to complete. Such changes may not, however, be effective in maintaining the adequacy of its ICFR, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase its operating costs and could materially impair its ability to operate its business. Moreover, effective internal controls are necessary for Rezolve to produce reliable and timely financial reports and are important to help prevent fraud. Any failure by Rezolve to file its periodic reports in a timely manner may cause investors to lose confidence in its reported financial information and may lead to a decline in the price of its common stock. Our directors may decide not to enforce our sponsor' s indemnification obligations, resulting in a reduction in the amount of funds in the ~~trust~~ **Trust** ~~account~~ **Account** available for distribution to our public stockholders. In the event that the proceeds in the ~~trust~~ **Trust** ~~account~~ **Account** are reduced below $ 10. 00 per public share and our sponsor asserts that it is unable to satisfy its obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against our sponsor to enforce such indemnification obligations. It is possible that our independent directors in exercising their business judgment may choose not to do so in any particular instance. Additionally, each of our independent directors is a member of our sponsor. As a result, they may have a conflict of interest in determining whether to enforce our sponsor' s indemnification obligations. If our independent directors choose not to enforce these indemnification obligations, the amount of funds in the ~~trust~~ **Trust** ~~account~~ **Account** available for distribution to our public stockholders may be reduced below $ 10. 00 per share. Our officers and directors may have a conflict of interest in determining whether a particular target business is appropriate for a business combination. Our sponsor has waived its right to redeem its founder shares or any other shares purchased in this offering or thereafter, or to receive distributions from the ~~trust~~ **Trust** ~~account~~ **Account** with respect to its founder shares upon our liquidation if we are unable to consummate a business combination. Accordingly, the shares acquired prior to this offering, as well as any private shares purchased by our officers or directors, will be worthless if we do not consummate a business combination. The personal and financial interests of our directors and officers may influence their motivation in timely identifying and selecting a target business and completing a business combination and in determining whether the terms, conditions and timing of a particular business combination are appropriate and in our stockholders' best

interest. ~~30~~ Our officers and directors or their affiliates have pre- existing fiduciary and contractual obligations and may in the future become affiliated with other entities engaged in business activities similar to those intended to be conducted by us. Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. Our officers and directors or their affiliates have pre- existing fiduciary and contractual obligations to other companies. Accordingly, they may participate in transactions and have obligations that may be in conflict or competition with our consummation of our initial business combination. As a result, a potential target business may be presented by our management team to another entity prior to its presentation to us and we may not be afforded the opportunity to engage in a transaction with such target business. Additionally, our officers and directors may in the future become affiliated with entities that are engaged in a similar business, including another blank check company that may have acquisition objectives that are similar to ours. Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in our favor and a potential target business may be presented to other entities prior to its presentation to us, subject to our officers' and directors' fiduciary duties under Delaware law. For a more detailed description of our officers' and directors' business affiliations and the potential conflicts of interest that you should be aware of, see the sections titled " Management — Directors and Executive Officers " and " Management — Conflicts of Interest. " Our initial stockholders ~~will~~ control a substantial interest in us and thus may influence certain actions requiring a stockholder vote, in particular because our initial shareholders will own a higher interest in us than most other similarly structured blank check companies. Upon consummation of our initial public offering, our initial stockholders owned approximately 28 % of our issued and outstanding shares of common stock (assuming they and the anchor investors ~~do~~ **did** not purchase any units in our initial public offering). ~~This~~ **On February 2, 2023, the Company held an annual meeting of** ~~is~~ **its** ~~different from most~~ **stockholders and approved an amendment to** ~~other~~ -- **the Charter** ~~offerings similar~~ to **extend** ~~ours where~~ the ~~founder~~ **date by which the Company has to consummate a business combination. In connection with the annual meeting, the holders of 11, 491, 148** shares ~~represent less than 28 %~~ of ~~all~~ **common stock elected to redeem** ~~the~~ **their** ~~issued and outstanding~~ shares ~~after~~ **. On August 2, 2023,** the **Company held a special meeting for its stockholder to amend its Charter to extend the date by which the Company has to consummate an** initial public offering **. In connection with the vote** , ~~which may allow~~ **the holders of 1, 145, 503 public shares of Common Stock of the Company exercised their right to redeem their shares. Accordingly, the shares owned by** our initial ~~stockholders to~~ **shareholders upon the consummation of our initial public offering represent approximately 70. 7 % of our issued and outstanding shares of common stock. Consequently, the holders of these shares may** exert ~~more control over us as more fully discussed below~~ **a substantial influence on actions requiring a shareholder vote, potentially in a manner that you do not support, including amendments to our Charter** . **20** Other than the anchor investors, none of our sponsor, officers, directors, or their affiliates has indicated any intention to purchase units in our initial public offering or any units or shares of common stock in the open market or in private transactions. However, our sponsor, officers, directors, or their affiliates could determine in the future to make such purchases in the open market or in private transactions, to the extent permitted by law, in order to influence the vote or magnitude of the number of stockholders seeking to tender their shares to us. In connection with any vote for a proposed business combination, our sponsor, as well as all of our officers and directors, have agreed to vote the shares of common stock owned by them immediately before this offering as well as any shares of common stock acquired by them in this offering or in the aftermarket in favor of such proposed business combination. As a result, in addition to founder shares and private shares (assuming all of these shares are voted in favor of the transaction and that none of the sponsor and our officers or directors purchase any public shares in the offering or the aftermarket), we would **not** need **any** ~~5, 547, 000 of our~~ public shares ~~(or approximately 32. 1 % of our public shares)~~ to be voted in favor of the transaction in order to have such transaction approved (assuming all outstanding shares are voted), or we would not need any public shares to be voted in favor of the transaction (assuming shares representing only a quorum are voted), and that the sponsor and our officers or directors do not purchase any public shares in the offering or the aftermarket). In addition, in the event that our anchor investors vote their public shares that they purchased in our initial public offering in favor of our initial business combination, no affirmative votes from other public stockholders would be required to approve our initial business combination. However, because our anchor investors are not obligated to continue owning any public shares following the closing of our initial public offering and are not obligated to vote any public shares in favor of our initial business combination, we cannot assure you that any of these anchor investors will be stockholders at the time our stockholders vote on our initial business combination, and, if they are stockholders, we cannot assure you as to how such anchor investors will vote on any business combination. ~~31~~ Our board of directors is and will be divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. **As** ~~It is unlikely that there will be an annual meeting of stockholders to elect new directors prior to the consummation of a business combination, in which case all of the current directors will continue in office until at least the consummation of the business combination. Accordingly, following the exercise of the automatic extension of the deadline for us to complete an initial business combination, stockholders will not be able to exercise voting rights under applicable corporate law for up to 18 months following our initial public offering. If there is an annual meeting, as~~ a consequence of our " staggered " board of directors, only a minority of the board of directors will be considered for election **at each annual meeting** and our sponsor, because of their ownership position, will have considerable influence regarding the outcome. Accordingly, our initial stockholders will continue to exert control at least until the consummation of a business combination. Risks Relating to Our Securities The value of the founder shares following completion of our initial business combination is likely to be substantially higher than the nominal price paid for them, even if the trading price of our common stock at such time is substantially less than $ 10. 00 per share. At the time of the closing of our initial public offering, our sponsor invested in us an aggregate of $ 4, 631, 400, comprised of the $ 36, 400 purchase price for the founder shares and the $ 4, 595, 000 purchase price for the private shares. Assuming a trading price of $ 10. 00 per share upon consummation of our initial business combination, the 5, 087, 500 founder shares would have

an aggregate implied value of $ 50, 875, 000. Even if the trading price of our common stock was as low as $ 0. 91 per share, the value of the founder shares would be equal to the sponsor' s initial investment in us. As a result, our sponsor is likely to be able to recoup its investment in us and make a substantial profit on that investment, even if our public shares have lost significant value. Accordingly, our management team, which owns interests in our sponsor, may have an economic incentive that differs from that of the public shareholders to pursue and consummate an initial business combination rather than to liquidate and to return all of the cash in the trust to the public shareholders, even if that business combination were with a riskier or less-established target business. For the foregoing reasons, you should consider our management team' s financial incentive to complete an initial business combination when evaluating whether to redeem your shares prior to or in connection with the initial business combination. Our anchor investors have purchased approximately 99 % of the units sold in our initial public offering. As a result, the trading volume, volatility and liquidity for our shares could be reduced, the trading price of our shares could be adversely affected and other investors could be prevented from influencing significant corporate decisions. Our anchor investors have purchased approximately 99 % of the units in our initial public offering. The post- offering trading volume, volatility and liquidity of our securities may be reduced relative to what they would have been had the units been more widely offered and sold to other public investors. As a result, we may not be able to meet Nasdaq' s continued listing standards. See " **–** Nasdaq may delist our securities from quotation on its exchange which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. " So long as our anchor investors hold a substantial portion of the units purchased, our sponsor and the anchor investors would collectively have substantial control over us and be able to exercise significant influence over all matters requiring stockholder approval (although we have no knowledge of any affiliation or other agreement or arrangement, as to voting of our securities or otherwise, among any such persons). For example, in the event that the anchor investors continue to hold the shares included in the units and vote such shares in favor of our initial business combination, we would not need any additional public shares sold in this offering to be voted in favor of our initial business combination to have our initial business combination approved. Moreover, although the anchor investors are not contractually obligated to vote in favor of our business combination, their interest in our ~~32~~ founder shares may provide an incentive for them to do so. This potential concentration of influence could be disadvantageous to other public stockholders, who may have interests that are different from those of our sponsor and the anchor investors. In addition, this potential significant concentration of stock ownership may adversely affect the trading price of our common stock, because investors often perceive disadvantages in owning stock in companies with concentrated ownership ~~,~~ and might make it more difficult to complete a business combination with targets that would prefer to enter into a transaction with a SPAC with less concentrated ownership. **21** Since our anchor investors acquired an interest in founder shares from our sponsor in connection with the closing of our initial public offering, a conflict of interest may arise in determining whether a particular target business is appropriate for our initial business combination. Our anchor investors purchased directly from our sponsor membership interests reflecting the allocation of certain founder shares to them, and paid only a nominal amount for those membership interests. Accordingly, the anchor investors will share in any appreciation in the value of the founder shares above that nominal amount, provided that we successfully complete a business combination. Moreover, as the anchor investors acquired all of the units in our initial public offering for a purchase price of $ 10. 00 per unit and acquired an interest in 1, 312, 500 founder shares for a price of $ 0. 006 per share, and assuming each warrant has no value and without taking into account any liquidity discount on the founder shares, the anchor investors will be paying an effective price of $ 9. 19 per share of common stock acquired, as compared to the $ 10. 00 per share to be paid by the other public stockholders in this offering. As a result, the anchor investors may have an incentive to vote any public shares they own in favor of a business combination, and, if a business combination is approved, they may make a substantial profit on such interest, even if the market price of our public securities declines in value below the price to the public in this offering and the business combination is not profitable for other public stockholders. In addition, as discussed above, if the anchor investors retain a substantial portion of their interests in our public shares and if the anchor investors vote those public shares in favor of a business combination, we will receive sufficient votes to approve the business combination, regardless of how any other public stockholder votes their shares. You should consider the anchor investors' financial incentive to complete an initial business combination when evaluating whether to invest in our securities and / or redeem your shares prior to or in connection with an initial business combination. Our outstanding warrants may have an adverse effect on the market price of our common stock and make it more difficult to effect a business combination. We issued warrants to purchase up to 7, 500, 000 shares of common stock as part of the units offered in our initial public offering. To the extent we issue shares of common stock to effect a business combination, the potential for the issuance of a substantial number of additional shares upon exercise of these warrants could make us a less attractive acquisition vehicle in the eyes of a target business. Such warrants, when exercised, will increase the number of issued and outstanding shares of common stock and reduce the value of the shares issued to complete the business combination. Accordingly, our warrants may make it more difficult to effectuate a business combination or increase the cost of acquiring the target business. Additionally, the sale, or even the possibility of sale, of the shares underlying the warrants could have an adverse effect on the market price for our securities or on our ability to obtain future financing. If and to the extent these warrants are exercised, you may experience dilution to your holdings. We may redeem your unexpired warrants prior to their exercise at a time that is disadvantageous to you, thereby making your warrants worthless. We have the ability to redeem outstanding warrants at any time after they become exercisable and prior to their expiration, at a price of $ 0. 01 per warrant, provided that the last reported sales price of the common stock equals or exceeds $ 18. 00 per share (as adjusted for stock splits, stock dividends, reorganizations and recapitalizations) for any 20 trading days within a 30 trading- day period commencing at any time after the warrants become exercisable and ending on the third business day prior to proper notice of such redemption provided that on the ~~33~~ date we give notice of redemption and during the entire period thereafter until the time we redeem the warrants, we have an effective registration statement under the Securities Act covering the shares of common stock issuable upon exercise of the warrants and a current prospectus relating to them is available. If and when the

warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding warrants could force you (i) to exercise your warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) to sell your warrants at the then- current market price when you might otherwise wish to hold your warrants or (iii) to accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, is likely to be substantially less than the market value of your warrants. You will not be permitted to exercise your warrants unless we register and qualify the underlying common stock or certain exemptions are available. If the issuance of the shares of common stock upon exercise of the warrants is not registered, qualified or exempt from registration or qualification under the Securities Act and applicable state securities laws, holders of warrants will not be entitled to exercise such warrants and such warrants may have no value and expire worthless. In such event, holders who acquired their warrants as part of a purchase of units will have paid the full unit purchase price solely for the common stock included in the units. Because the warrants will be exercisable until their expiration date of up to five years after the completion of our initial business combination, in order to comply with the requirements of Section 10 (a) (3) of the Securities Act following the consummation of our initial business combination under the terms of the warrant agreement, we have agreed that we will use our best efforts to file with the SEC as soon as practicable after the business combination either a post- effective amendment to our registration statement containing the final prospectus for our initial public offering or a new registration statement covering the registration under the Securities Act of the common stock issuable upon exercise of the warrants and thereafter will use our best efforts to cause the same to become effective within 90 business days following our initial business combination and to maintain a current prospectus relating to the common stock issuable upon exercise of the warrants until the expiration of the warrants in accordance with the provisions of the warrant agreement. We cannot assure you that we will be able to do so if, for example, any facts or events arise which represent a fundamental change in the information set forth in the registration statement or prospectus, the financial statements contained or incorporated by reference therein are not current or correct or the SEC issues a stop order. If the shares of common stock issuable upon exercise of the warrants are not registered under the Securities Act, under the terms of the warrant agreement, holders of warrants who seek to exercise their warrants will not be permitted to do so for cash and, instead, will be required to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act or another exemption. In no event will warrants be exercisable for cash or on a cashless basis, and we will not be obligated to issue any shares to holders seeking to exercise their warrants, unless the issuance of the shares upon such exercise is registered or qualified under the securities laws of the state of the exercising holder, or an exemption from registration or qualification is available. In no event will we be required to net cash settle any warrant, or issue securities (other than upon a cashless exercise as described above) or other compensation in exchange for the warrants in the event that we are unable to register or qualify the shares underlying the warrants under the Securities Act or applicable state securities laws. ~~34~~ **22** Our management' s ability to require holders of our warrants to exercise such warrants on a cashless basis will cause holders to receive fewer shares of common stock upon their exercise of the warrants than they would have received had they been able to exercise their warrants for cash. If we call our public warrants for redemption after the redemption criteria described elsewhere in this ~~Annual Report~~ **Form 10- K** have been satisfied, our management will have the option to require any holder that wishes to exercise his warrant to do so on a " cashless basis. " If our management chooses to require holders to exercise their warrants on a cashless basis, the number of shares of common stock received by a holder upon exercise will be fewer than it would have been had such holder exercised his warrant for cash. This will have the effect of reducing the potential " upside " of the holder' s investment in our company. If our security holders exercise their registration rights, it may have an adverse effect on the market price of our shares of common stock and the existence of these rights may make it more difficult to effect a business combination. The holders of the founder shares are entitled to make a demand that we register the resale of the founder shares at any time commencing three months prior to the date on which their shares may be released from escrow. Additionally, the holders of the private shares and any shares of common stock our sponsor, officers, directors, or their affiliates may be issued in payment of working capital loans made to us, are entitled to demand that we register the resale of the private shares and any other shares of common stock we issue to them commencing at any time after we consummate an initial business combination. The presence of these additional securities trading in the public market may have an adverse effect on the market price of our securities. In addition, the existence of these rights may make it more difficult to effectuate a business combination or increase the cost of acquiring the target business, as the stockholders of the target business may be discouraged from entering into a business combination with us or will request a higher price for their securities because of the potential effect the exercise of such rights may have on the trading market for our shares of common stock. Nasdaq may delist our securities from quotation on its exchange which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. We cannot assure you that our securities will continue to be listed on Nasdaq in the future prior to an initial business combination. Additionally, in connection with our initial business combination, it is likely that Nasdaq will require us to file a new initial listing application and meet its initial listing requirements as opposed to its more lenient continued listing requirements. We cannot assure you that we will be able to meet those initial listing requirements at that time. Nasdaq will also have discretionary authority to not approve our listing if Nasdaq determines that the listing of the company to be acquired is against public policy at that time. If Nasdaq delists our securities from trading on its exchange, or we are not listed in connection with our initial business combination, we could face significant material adverse consequences, including: • a limited availability of market quotations for our securities; • reduced liquidity with respect to our securities; • a determination that our shares of common stock are " penny stock " which will require brokers trading in our shares of common stock to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for our shares of common stock; • a limited amount of news and analyst coverage for our company; and • a decreased ability to issue additional securities or obtain additional financing in the future. The National Securities Markets Improvement Act of 1996, which is a federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as " covered

securities. ” Because our units, common stock and warrants are be listed on Nasdaq, our units, common stock and warrants are covered ~~35~~ securities. Although the states are preempted from regulating the sale of our securities, the federal statute does allow the states to investigate companies if there is a suspicion of fraud, and, if there is a finding of fraudulent activity, then the states can regulate or bar the sale of covered securities in a particular case. While we are not aware of a state having used these powers to prohibit or restrict the sale of securities issued by blank check companies, certain state securities regulators view blank check companies unfavorably and might use these powers, or threaten to use these powers, to hinder the sale of securities of blank check companies in their states. Further, if we were no longer listed on Nasdaq, our securities would not be covered securities and we would be subject to regulation in each state in which we offer our securities. Rezolve will be required to meet the initial listing requirements to be listed on Nasdaq, which it may not be able to do. Even if Rezolve’ s securities are so listed, Rezolve may be unable to maintain the listing in the future. If, following the business combination, Rezolve fails to meet the initial listing requirements and Nasdaq does not list its securities on its exchange, Rezolve could face significant material adverse consequences, including: • a limited availability of market quotations for its securities; • a limited amount of news and analyst coverage for Rezolve; and • a decreased ability to issue additional securities or obtain additional financing in the future. Any of the foregoing could materially adversely affect Rezolve’ s financial condition, results of operations and prospects. **23** You will not be entitled to protections normally afforded to investors of blank check companies. Since the net proceeds of this offering and the sale of the private shares are intended to be used to complete a business combination with a target business that has not been identified, we may be deemed to be a “ blank check ” company under the United States securities laws. However, since we had net tangible assets in excess of $ 5, 000, 000 upon the successful consummation of our initial public offering and the sale of the private shares and filed a Current Report on Form 8- K, including an audited balance sheet demonstrating this fact, we are exempt from rules promulgated by the SEC to protect investors of blank check companies such as Rule 419. Accordingly, investors will not be afforded the benefits or protections of those rules which would, for example, completely restrict the transferability of our securities, require us to complete a business combination within 18 months of the effective date of the initial registration statement and restrict the use of interest earned on the funds held in the ~~trust~~ **Trust** ~~account~~ **Account** . Because we are not subject to Rule 419, our units were immediately tradable and we are entitled to withdraw amounts from the funds held in the ~~trust~~ **Trust** ~~account~~ **Account** prior to the completion of a business combination. For a more detailed comparison of our initial public offering to offerings that comply with Rule 419, please see “ Proposed Business — Comparison to offerings of blank check companies subject to Rule 419. ” There may be tax consequences to our business combinations that may adversely affect us. While we expect to undertake any merger or acquisition so as to minimize taxes both to the acquired business and / or asset and us, such business combination might not meet the statutory requirements of a tax- free reorganization, or the parties might not obtain the intended tax- free treatment upon a transfer of shares or assets. A non- qualifying reorganization could result in the imposition of substantial taxes. A new 1 % U. S. federal excise tax could be imposed on us in connection with redemptions by us of our shares. On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (the “ Inflation Reduction Act ”), which, among other things, imposes a 1 % excise tax on the fair market value of stock repurchased by a domestic corporation beginning in 2023, with certain exceptions (the “ Excise Tax ”). The U. S. ~~36~~ Department of Treasury has been given authority to provide regulations and other guidance to carry out and prevent the abuse or avoidance of the Excise Tax; however, no guidance has been issued to date. Because we are a Delaware corporation and our securities trade on The Nasdaq Stock Market LLC, we believe we are a “ covered corporation ” within the meaning of the Inflation Reduction Act, and while not free from doubt, it is possible that the Excise Tax will apply to any redemptions of our common stock effectuated after December 31, 2022, including redemptions in connection with an initial business combination and any amendment to our certificate of incorporation to extend the time to consummate an initial business combination, unless an exemption is available or the fair market value of stock repurchased or redeemed is offset by other equity issuances occurring within the same taxable year of such redemptions. Consequently, the value of your investment in our securities may be affected as a result of the Excise Tax. Further, the application of the Excise Tax in the event of a liquidation is uncertain absent further guidance. ~~We believe~~ **During February 2023, holders of 11, 491, 148 shares of Common Stock elected to redeem their shares in connection with the extension proposal. As a result, $ 117, 079, 879 was removed from the Trust Account to pay such holders. During August 2023, holders of 1, 145, 503 shares of Common Stock elected to redeem their shares in connection with the second extension proposal. As a result, $ 12, 095, 215 was removed from the Trust Account to pay such holders. Management has evaluated the requirements of the Inflation Reduction Act and the Company’ s operations, and has determined** that **$ 1** ~~pursuant to both the existing charter and the Trust Agreement~~ , ~~the Company may pay~~ **291, 751 is required to be recorded as a liability on our balance sheet as of September 30, 2023** for the Excise Tax **. This liability will be reevaluated and remeasured at the end of each quarterly period. Further, the Company has agreed that any such Excise Taxes shall not be paid** from ~~any~~ **the** interest earned on the funds held in the Trust Account **. We anticipate that the Excise Taxes will be paid with funds from the financings anticipated to be put in place at the time of the closing of the Business Combination; although, there are no assurances that such financing will be obtained or, if obtained, will be sufficient to satisfy the full amount of the obligation, in which case, the Company will need to obtain an agreement to assume such liabilities from its business combination target or obtain additional financing from the sponsor or other sources** . If we do not file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants, holders will only be able to exercise such warrants on a “ cashless basis. ” If we do not file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants at the time that holders wish to exercise such warrants, they will only be able to exercise them on a “ cashless basis ” provided that an exemption from registration is available. As a result, the number of shares of common stock that holders will receive upon exercise of the warrants will be fewer than it would have been had such holder exercised his warrant for cash. Further, if an exemption from registration is not available, holders would not be able to exercise on a cashless basis and would only be able to exercise their

warrants for cash if a current and effective prospectus relating to the common stock issuable upon exercise of the warrants is available. Under the terms of the warrant agreement, we have agreed to use our best efforts to meet these conditions and to file and maintain a current and effective prospectus relating to the common stock issuable upon exercise of the warrants until the expiration of the warrants. However, we cannot assure you that we will be able to do so. If we are unable to do so, the potential " upside " of the holder' s investment in our company may be reduced or the warrants may expire worthless. An investor will only be able to exercise a warrant if the issuance of shares of common stock upon such exercise has been registered or qualified or is deemed exempt under the securities laws of the state of residence of the holder of the warrants. No warrants will be exercisable and we will not be obligated to issue shares of common stock unless the shares of common stock issuable upon such exercise has been registered or qualified or deemed to be exempt under the securities laws of the state of residence of the holder of the warrants. If the shares of common stock issuable upon exercise of the warrants are not qualified or exempt from qualification in the jurisdictions in which the holders of the warrants reside, the warrants may be deprived of any value, the market for the warrants may be limited and they may expire worthless if they cannot be sold. We may amend the terms of the warrants in a manner that may be adverse to holders with the approval by the holders of at least a majority of the then outstanding public warrants. Our warrants will be issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The warrant agreement will provide that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision. The warrant agreement requires the approval by the holders of at least a majority of the then outstanding public warrants in order to make any change that adversely affects the interests of the registered holders. **24** Our warrant agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our warrants, which could limit the ability of warrant holders to obtain a favorable judicial forum for disputes with our company. ~~37~~ Our warrant agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, these provisions of the warrant agreement do not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of our warrants shall be deemed to have notice of and to have consented to the forum provisions in our warrant agreement. If any action, the subject matter of which is within the scope of the forum provisions of the warrant agreement, is filed in a court other than courts of the State of New York or the United States District Court for the Southern District of New York (a " foreign action ") in the name of any holder of our warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an " enforcement action "), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder' s counsel in the foreign action as agent for such warrant holder. This choice- of- forum provision may limit a warrant holder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with our company, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our warrant agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and board of directors. If third parties bring claims against us, the proceeds held in trust could be reduced and the per- share redemption price received by stockholders may be less than $ 10. 00. Our placing of funds in trust may not protect those funds from third party claims against us. Although we will seek to have all vendors and service providers we engage and prospective target businesses we negotiate with execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the ~~trust~~ **Trust** ~~account~~ **Account** for the benefit of our public stockholders, they may not execute such agreements. Furthermore, even if such entities execute such agreements with us, they may seek recourse against the ~~trust~~ **Trust** ~~account~~ **Account** . A court may not uphold the validity of such agreements. Accordingly, the proceeds held in trust could be subject to claims which could take priority over those of our public stockholders. If we are unable to complete a business combination and distribute the proceeds held in trust to our public stockholders, our sponsor has agreed (subject to certain exceptions described elsewhere in this ~~Annual Report~~ **Form 10- K**) that it will be liable to ensure that the proceeds in the ~~trust~~ **Trust** ~~account~~ **Account** are not reduced below $ 10. 00 per share by the claims of target businesses or claims of vendors or other entities that are owed money by us for services rendered or contracted for or products sold to us. However, we have not asked our sponsor to reserve for such indemnification obligations, nor have we independently verified whether our sponsor has sufficient funds to satisfy its indemnity obligations and believe that our sponsor' s only assets are securities of our company. Therefore, we believe it is unlikely that our sponsor will be able to satisfy its indemnification obligations if it is required to do so. As a result, the per- share distribution from the ~~trust~~ **Trust** ~~account~~ **Account** may be less than $ 10. 00, plus interest, due to such claims. Additionally, if we are forced to file a bankruptcy case or an involuntary bankruptcy case is filed against us which is not dismissed, the proceeds held in the ~~trust~~ **Trust** ~~account~~ **Account** could be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to the claims of third parties with priority over the claims of our stockholders. To the extent any bankruptcy claims deplete the ~~trust~~ **Trust** ~~account~~ **Account** , we may not be able to return to our public stockholders at least $ 10. 00. ~~38~~ Our stockholders may be held liable for claims by third parties against us to the extent of distributions received by them. **We** ~~Following the exercise of the automatic extension of the deadline for us to complete an initial business combination under our second amended and restated certificate of~~

~~incorporation, we~~ have **until December 17, 2023 (or** until February 17, ~~2023~~ **2024** ~~(or 18~~ **if all additional** ~~months~~ **monthly extensions are exercised** ~~following our initial public offering~~) to consummate a business combination (unless we further extend the period of time to consummate a business combination). If we have not completed a business combination by such date, we will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem 100 % of the outstanding public shares, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the ~~trust~~ **Trust** ~~account~~ **Account** , including any interest not previously released to us but net of franchise and income taxes payable, divided by the number of then outstanding public shares, which redemption will completely extinguish public stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining stockholders and our board of directors, dissolve and liquidate, subject (in the case of (ii) and (iii) above) to our obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law. We cannot assure you that we will properly assess all claims that may be potentially brought against us. As such, our stockholders could potentially be liable for any claims to the extent of distributions received by them (but no more) and any liability of our stockholders may extend well beyond the third anniversary of the date of distribution. Accordingly, we cannot assure you that third parties will not seek to recover from our stockholders amounts owed to them by us. **25** If we are forced to file a bankruptcy case or an involuntary bankruptcy case is filed against us which is not dismissed, any distributions received by stockholders could be viewed under applicable debtor / creditor and / or bankruptcy laws as either a " preferential transfer " or a " fraudulent conveyance. " As a result, a bankruptcy court could seek to recover all amounts received by our stockholders. Furthermore, because we intend to distribute the proceeds held in the ~~trust~~ **Trust** ~~account~~ **Account** to our public stockholders promptly after expiration of the time we have to complete an initial business combination, this may be viewed or interpreted as giving preference to our public stockholders over any potential creditors with respect to access to or distributions from our assets. Furthermore, our board may be viewed as having breached their fiduciary duties to our creditors and / or may have acted in bad faith, and thereby exposing itself and our company to claims of punitive damages, by paying public stockholders from the ~~trust~~ **Trust** ~~account~~ **Account** prior to addressing the claims of creditors. We cannot assure you that claims will not be brought against us for these reasons. We may issue shares of our capital stock or debt securities to complete a business combination, which would reduce the equity interest of our stockholders and likely cause a change in control of our ownership. Our **Charter** ~~amended and restated certificate of incorporation~~ authorizes the issuance of up to 100, 000, 000 shares of common stock, par value $ **0** . 0001 per share, and 1, 000, 000 shares of preferred stock, par value $ **0** . 0001 per share. Immediately after our initial public offering and the purchase of the private shares, there were 71, 790, 500 authorized but unissued shares of common stock available for issuance after appropriate reservation for the issuance of the shares underlying the public warrants. Immediately after the consummation of our initial public offering, there were no shares of preferred stock issued and outstanding. Although we have no commitment as of the date of this ~~Annual Report~~ **Form 10- K** , we may issue a substantial number of additional shares of common stock or shares of preferred stock, or a combination of common stock and preferred stock, to complete a business combination. The issuance of additional shares of common stock will not reduce the per- share redemption amount in the ~~trust~~ **Trust** ~~account~~ **Account** . The issuance of additional shares of common stock or preferred stock: • may significantly reduce the equity interest of investors in our initial public offering; • may subordinate the rights of holders of shares of common stock if we issue shares of preferred stock with rights senior to those afforded to our shares of common stock; ~~39~~ • may cause a change in control if a substantial number of shares of common stock are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; and • may adversely affect prevailing market prices for our shares of common stock. Similarly, if we issue debt securities, it could result in: • default and foreclosure on our assets if our operating revenues after a business combination are insufficient to repay our debt obligations; • acceleration of our obligations to repay the indebtedness even if we make all principal and interest payments when due if we breach certain covenants that require the maintenance of certain financial ratios or reserves without a waiver or renegotiation of that covenant; • our immediate payment of all principal and accrued interest, if any, if the debt security is payable on demand; and • our inability to obtain necessary additional financing if the debt security contains covenants restricting our ability to obtain such financing while the debt security is outstanding. If we incur indebtedness, our lenders will not have a claim on the cash in the ~~trust~~ **Trust** ~~account~~ **Account** and such indebtedness will not decrease the per- share redemption amount in the ~~trust~~ **Trust** ~~account~~ **Account** . Provisions in our amended and restated certificate of incorporation and bylaws and Delaware law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our common stock and could entrench management. Our amended and restated certificate of incorporation and bylaws will contain provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. Our board of directors will be divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. As a result, at a given annual meeting only a minority of the board of directors may be considered for election. Since our " staggered board " may prevent our stockholders from replacing a majority of our board of directors at any given annual meeting, it may entrench management and discourage unsolicited stockholder proposals that may be in the best interests of stockholders. Moreover, our board of directors has the ability to designate the terms of and issue new series of preferred stock. We are also subject to anti- takeover provisions under Delaware law, which could delay or prevent a change of control. Together these provisions may make more difficult the removal of management and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities. **26** Our amended and restated certificate of incorporation provides, subject to limited exceptions, that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or stockholders. Our amended and restated certificate of incorporation requires, to the

fullest extent permitted by law, that derivative actions brought in our name, actions against directors, officers and employees for breach of fiduciary duty and other similar actions may be brought only in the Court of Chancery in the State of Delaware, except any action (A) as to which the Court of Chancery in the State of Delaware determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), (B) which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or (C) for which the Court of Chancery does not have subject matter jurisdiction. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of incorporation. ~~40~~ This choice of forum provision may limit a stockholder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers or employees, which may discourage lawsuits with respect to such claims, although our stockholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder and may therefore bring a claim in another appropriate forum. We cannot be certain that a court will decide that this provision is either applicable or enforceable, and if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results and financial condition. Our amended and restated certificate of incorporation provides that the exclusive forum provision will be applicable to the fullest extent permitted by applicable law. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. In addition, the exclusive forum provision will not apply to actions brought under the Securities Act, or the rules and regulations thereunder. General Risk Factors We are a newly formed company with no operating history and, accordingly, you will not have any basis on which to evaluate our ability to achieve our business objective. We are a newly formed company with no operating results to date. Since we do not have an operating history, you will have no basis upon which to evaluate our ability to achieve our business objective, which is to acquire an operating business. We have not conducted any substantive discussions and we have no plans, arrangements or understandings with any prospective acquisition candidates. We will not generate any revenues until, at the earliest, after the consummation of a business combination. Our independent registered public accounting firm' s report contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a " going concern. " As of September 30, ~~2022~~ **2023**, we had cash **in our operating account** of $ ~~177~~ **60**, ~~578~~ **284** and a working capital deficit of **approximately** $ ~~3, 149, 327~~ **8. 5 million (excluding income tax payable and franchise tax payable)**. Further, we expect to incur significant costs in pursuit of financing plans and our initial business combination. Management' s plans to address this need for capital are discussed in the section of this ~~Annual Report~~ **Form 10- K** titled " Management' s Discussion and Analysis of Financial Condition and Results of Operations. " Our plans to raise capital and to consummate our initial business combination may not be successful. These factors, among others, raise substantial doubt about our ability to continue as a going concern. The financial statements contained elsewhere in this ~~Annual Report~~ **Form 10- K** do not include any adjustments that might result from our inability to continue as a going concern. If we are deemed to be an investment company, we may be required to institute burdensome compliance requirements and our activities may be restricted, which may make it difficult for us to complete a business combination. A company that, among other things, is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting, owning, trading or holding certain types of securities would be deemed an investment company under the Investment Company Act, as amended, or the Investment Company Act. Since we will invest the proceeds held in the ~~trust~~ **Trust** ~~account~~ **Account**, it is possible that we could be deemed an investment company. Notwithstanding the foregoing, we do not believe that our anticipated principal activities will subject us to the Investment Company Act. To this end, the proceeds held in trust may be invested by the trustee only in United States " government securities " within the meaning of Section 2 (a) (16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a- 7 promulgated under the Investment Company Act which invest only in direct U. S. government treasury obligations. By restricting the investment of the proceeds to these instruments, we intend to meet the requirements for the exemption provided in Rule 3a- 1 promulgated under the Investment Company Act. ~~41~~ **To mitigate the risk that we might be deemed to be an investment company for purposes of the Investment Company Act, on August 10, 2023 we instructed the trustee to liquidate the investments held in the Trust Account and instead to hold the funds in the Trust Account in an interest bearing demand deposit account until the earlier of the consummation of our initial business combination or our liquidation. As a result, following the liquidation of investments in the Trust Account, we would likely receive less interest on the funds held in the Trust Account, which would likely reduce the dollar amount our public stockholders will receive upon any redemption or liquidation of the Company.** If we are nevertheless deemed to be an investment company under the Investment Company Act, we may be subject to certain restrictions that may make it more difficult for us to complete a business combination, including: • restrictions on the nature of our investments; and • restrictions on the issuance of securities. In addition, we may have imposed upon us certain burdensome requirements, including: • registration as an investment company; **27** ~~• adoption of a specific form of corporate structure; and • reporting, record keeping, voting, proxy, compliance policies and procedures and disclosure requirements and other rules and regulations. Compliance with these additional regulatory burdens would require additional expense for which we have not allotted. Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, investments and results of operations. We are subject to laws and regulations enacted by national, regional and local governments. In particular, we will be required to comply with certain SEC and other legal requirements. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application may also change from~~

time to time and those changes could have a material adverse effect on our business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on our business and results of operations. We are an emerging growth company and a smaller reporting company within the meaning of the Securities Act, and if we take advantage of certain exemptions from disclosure requirements available to " emerging growth companies " or " smaller reporting companies, " this could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies. We are an " emerging growth company " within the meaning of the Securities Act, as modified by the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not " emerging growth companies " including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes- Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. As a result, our shareholders may not have access to certain information they may deem important. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, including if the market value of our common stock held by non- affiliates exceeds $ 700 million as of any March 31 before that time, in which case we would no longer be an emerging growth company as of the following September 30. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile. Further, Section 102 (b) (1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a 42