Risk Factors Comparison 2024-03-29 to 2023-04-25 Form: 10-K

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

An investment in our securities involves a high degree of risk. You should consider carefully all of the risks described below, together with the other information contained in this Form 10- K and our other filings with the U. S. Securities and Exchange Commission, before making a decision to invest in our securities. If any of the following events occur, our business, financial condition and operating results may be materially adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment **. For risk factors related to the Vaso Business Combination, please see the proxy statement / prospectus filed with the SEC on Form S- 4 / A on February 14, 2024 (Registration No. 333- 276422), as may be further amended from time to time** . Risks Relating to our Search for, Consummation of, or Inability to Consummate, a Business Combination and Post- Business Combination Risks We may not be able to complete our initial Business Combination within the prescribed time frame, in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate, in which case our public stockholders may only receive $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering), or less than such amount in certain circumstances, and our warrants will expire worthless. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides that we must complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (such amount of time assuming we continue to exercise our Monthly Extension Options as further described herein). We may not be able to find a suitable target business and complete our initial Business Combination within such time period. If we have not completed our initial Business Combination within such time period, we will: (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than 10 business days thereafter, redeem the public shares, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest earned on the funds held in the Trust Account and not previously released to us to pay our taxes (less up to $ 100, 000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish public stockholders' rights as stockholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining stockholders and our board of directors, dissolve and liquidate, subject in each case to our obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law. In such case, our public stockholders may only receive $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the redemption of their shares. See " **Risk Factors** — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) " and other risk factors below. We may also propose additional amendments to our organizational and trust documents, including our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation and **Third** Amended and Restated Investment Management Trust Agreement, to extend the time available for us to consummate a Business Combination. In such case, our stockholders would be required to approve such amendment and we would be obligated to offer to redeem our public shares in connection therewith. Our public stockholders may not be afforded an opportunity to vote on our proposed initial Business Combination, which means we may complete our initial Business Combination even though a majority of our public stockholders do not support such a combination. We may choose not to hold a stockholder vote to approve our initial Business Combination unless the initial Business Combination would require stockholder approval under applicable law or stock exchange listing requirements or if we decide to hold a stockholder vote for business or other legal reasons. Except as required by law, the decision as to whether we will seek stockholder approval of a proposed initial 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. Accordingly, we may complete our initial Business Combination even if holders of a majority of our public shares do not approve of the initial Business Combination we complete. If we seek stockholder approval of our initial Business Combination, our initial stockholders have agreed to vote their ~~founder~~ **Founder** ~~shares~~ **Shares** in favor of such initial Business Combination, regardless of how our public stockholders vote. Pursuant to a letter agreement, our Sponsor, officers and directors have agreed to vote their ~~founder~~ **Founder** ~~shares~~ **Shares** , as well as any ~~public~~ **Public** ~~shares~~ **Shares** purchased since the Initial Public Offering (including in open market and privately negotiated transactions), in favor of our initial Business Combination, which will increase the likelihood that we will receive the requisite stockholder approval for such initial Business Combination. We have also agreed not to enter into a definitive agreement regarding an initial Business Combination without the prior consent of our Sponsor. If we seek stockholder approval of our initial Business Combination and we do not conduct redemptions pursuant to the tender offer rules, and if a stockholder or a " group " of stockholders are deemed to hold in excess of 15 % of our public shares, such stockholder (s) will lose the ability to redeem all such shares in excess of 15 % of our public shares. If we seek stockholder approval of our initial Business Combination and we do not conduct redemptions in connection with our initial Business Combination pursuant to the tender offer rules, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides that a public stockholder, together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a " group " (as defined under Section 13 of the Exchange Act), will be restricted from

seeking redemption rights with respect to more than an aggregate of 15 % of the shares sold in the Initial Public Offering without our prior consent, which we refer to as the " Excess Shares. " However, we would not be restricting our stockholders' ability to vote all of their shares (including Excess Shares) for or against our initial Business Combination. A stockholder' s inability to redeem the Excess Shares will reduce their influence over our ability to complete our initial Business Combination and such stockholder could suffer a material loss on their investment in us if they sell Excess Shares in open market transactions. Additionally, a stockholder will not receive redemption distributions with respect to the Excess Shares if we complete our initial Business Combination. And as a result, any stockholder will continue to hold that number of shares exceeding 15 % and, in order to dispose of such shares, would be required to sell their stock in open market transactions, potentially at a loss. **Achari has been notified by** Nasdaq ~~may delist our~~ **that it is not in compliance with certain standards which Nasdaq requires listed companies meet for their respective** securities ~~from trading~~ **to continue to be listed and traded** on its exchange **. If the Company is unable to regain compliance with such continued listing requirements, Nasdaq may choose to delist Achari' s securities from its exchange or may subject the Company to additional restrictions** , which ~~could limit investors~~ **may adversely affect the liquidity and trading price of Achari** ' **s** ~~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 or prior to our initial Business Combination~~ . In **addition** ~~order to continue listing our securities on Nasdaq prior to our initial Business Combination, we must maintain certain financial, distribution and stock price levels. Generally, we must maintain a minimum amount in stockholders' equity (generally $ 2, 500, 000) and a minimum number of holders of our securities (generally 300 public holders). Additionally~~ , in connection with ~~our initial~~ **the Vaso** Business Combination, ~~we~~ **Achari** will be required to demonstrate compliance with Nasdaq' s initial listing requirements, which are more rigorous than Nasdaq' s continued listing requirements, **and there can be no guarantee that Achari will be able to satisfy such initial listing requirements** in **a timely manner or at all. The Company' s securities are currently listed on Nasdaq and it is anticipated that, following the Vaso Business Combination, Achari' s securities will continue to be listed on Nasdaq. However, there can be no assurance that Achari' s securities will continue to be listed on Nasdaq upon the closing of the Vaso Business Combination, or maintain such listing prior to or subsequent to the closing of the Vaso Business Combination. In** order to ~~continue to~~ maintain the listing of ~~our~~ **Achari' s** securities on Nasdaq ~~. For instance~~ **prior and subsequent to the closing of the Vaso Business Combination** , ~~our~~ **Achari must maintain certain financial, distribution, liquidity and** stock price **levels** ~~would generally be required~~ to ~~be at least~~ **satisfy Nasdaq' s continued listing requirements. Achari must, among other things, maintain a minimum bid price of** $ ~~4~~ **1** . 00 per share, ~~our~~ **a minimum amount of** stockholders' equity ~~would~~ **(** generally ~~be required to be at least $ 5. 0 million and we would be required to have a minimum of 300 round lot holders (with at least 50 % of such round lot holders holding securities with a market value of at least~~ $ 2, 500 **, 000**) **and a minimum number** of ~~our~~ **holders of its** securities **(generally 300 public holders)** . **The foregoing is a brief description of** ~~We cannot assure you that we will be able to meet those~~ -- **the** ~~initial~~ **Nasdaq continued** listing requirements ~~at~~ **applicable to Achari' s securities, and more detailed information about such requirements is set forth in Nasdaq Rule 5550. Achari has previously been notified by Nasdaq** that **it is** ~~time. On January 22, 2023, we received a letter from the Nasdaq indicating that the Company was~~ not in compliance with certain **of Nasdaq' s** continued listing requirements **. As of the date hereof** , ~~including~~ **Achari has regained compliance with all such applicable listing requirements, except for Listing Rules 5450 (b) (2) (A) and 5450 (a) (2), with respect to which it has been granted an extension by Nasdaq until April 2, 2024 to cure such existing continued listing requirement deficiencies. The following is a brief summary of such continued listing requirement deficiencies Nasdaq has notified the Company of and current status: ●** Listing Rule 5450 (b) (2) (B) **. On January 22, 2023, Achari received a letter from Nasdaq indicating that Achari was not in compliance with Listing Rule 5450 (b) (2) (B)** , requiring at least 1, 100, 000 " Publicly Held Shares **. "** ~~.~~ The letter stated that **Achari** ~~the Company~~ had 45 calendar days to submit a plan to regain compliance. **Achari** ~~The Company~~ submitted a plan on March 9, 2023, and **after review,** on March 30, 2023, Nasdaq granted **Achari** ~~the Company~~ an extension to regain compliance with Listing Rule 5450 (b) (2) (B) ~~. In accordance with such extension~~ , **until** ~~on or before~~ July 21, 2023 ~~, the Company must file with the SEC and Nasdaq a public document containing its current total shares outstanding and a beneficial ownership table in accordance with the SEC proxy rules. In the event the Company does not satisfy the terms, Nasdaq will provide written notification that the Company' s securities will be delisted. At that time, the Company may appeal Nasdaq' s determination to a Listing Qualifications Panel~~ . On ~~February 24~~ **June 22** , 2023, **Achari** ~~the Company~~ received a letter from Nasdaq indicating that **Achari was not in compliance with Listing Rule 5450 (b) (2) (B). On July 21, 2023, Achari filed a Form 8- K with the SEC disclosing, among other things, certain details regarding Achari' s beneficial ownership and outstanding common stock. On August 7, 2023, Achari received a written notification from Nasdaq indicating that Achari had regained compliance under Listing Rule 5450 (b) (2) (B), and accordingly, that such matter was closed. On December 18, 2023, Achari received a separate letter from Nasdaq indicating that Achari was not in compliance with Listing Rule 5450 (b) (2) (B), requiring at least 1, 100, 000 " Publicly Held Shares. " The letter stated that Achari had 45 calendar days to submit a plan to regain compliance. However, after discussion between Nasdaq and** the Company **with respect to the deficiency cited in such letter, Nasdaq notified the Company that there was not an existing violation of Listing Rule 5450 (b) (2) (B) with respect to the Company, and such letter was withdrawn. ● Listing Rule 5450 (b) (2) (C). On February 24, 2023, Achari received a letter from Nasdaq indicating that Achari** was not in compliance with Listing Rule 5450 (b) (2) (C), requiring a " Market Value " of " Publicly Held Shares " of at least $ 15 million. The letter ~~states~~ **stated** that **Achari had** ~~the Company has~~ 180 calendar days to regain compliance with Listing Rule 5450 (b) (2) (C), or until August 23, 2023. ~~If at any time during this~~ **On August 7, 2023, Achari received a written notification from Nasdaq indicating that Achari had regained** compliance ~~period the Company~~ **under Listing Rule 5450 (b) (2) (C), and accordingly, that such matter was closed. ● Listing Rule 5250 (c) (1). On April 24, 2023, Achari received a letter from Nasdaq indicating that Achari was not in compliance with Listing Rule 5250 (c) (1), as a result of Achari** ' s

delay in filing its Form 10- K ~~" Market Value " of " Publicly Held Shares " closes at $ 15, 000, 000 or more~~ for **the year ended December 31** ~~a minimum of ten consecutive business days~~ . **2022. On April 25, 2023, Achari filed its Form 10- K for the year ended December 31, 2022 with the SEC. On April 25, 2023, Achari received a written notification from** Nasdaq ~~will provide the Company~~ **indicating that Achari had regained compliance under Listing Rule 5250 (c) (1), and accordingly, that such matter was closed. On May 23, 2023, Achari received a letter from Nasdaq indicating that Achari was not in compliance** with **Listing Rule 5250 (c) (1), as a result of Achari' s delay in filing its Form 10- Q for the period ended March 31, 2023. On May 26, 2023, Achari filed its Form 10- Q for the period ended March 31, 2023 with the SEC. On June 1, 2023, Achari received** a written ~~confirmation of~~ **notification from Nasdaq indicating that Achari had regained** compliance **under Listing Rule 5250 (c) (1), and accordingly, that such matter was closed. ● Listing Rules 5450 (b) (2) (A) and 5450 (a) (2)** . On March 23, 2023, **Achari** ~~the Company~~ received a letter from Nasdaq notifying **Achari** ~~the Company~~ that, for the 30 consecutive trading days prior to the date of the letter, **Achari** ~~the Company~~ ' s ~~Common~~ **common** ~~Stock~~ **stock** had traded at a value below the minimum $ 50, 000, 000 " Market Value of Listed Securities " **(" MVLS ")** requirement set forth in Listing Rule 5450 (b) (2) (A) **. The letter stated that Achari had 180 calendar days** , ~~which is~~ **or until September 19, 2023, to regain compliance. On October 3, 2023, Achari had not regained compliance with the MVLS requirement because Achari' s MVLS was below the $ 50, 000, 000 minimum MVLS requirement for the proceeding 30 consecutive trading days and as a result received a delisting determination letter from Nasdaq. On October 9, 2023, Achari received an additional letter from the Staff stating that on September 3, 2023, Achari reported less than the 400 total shareholders** required **under Nasdaq Listing Rule 5450 (a) (2), and this matter served as an additional basis** for ~~continued listing~~ **delisting** ~~of~~ the Company' s ~~Common Stock on~~ **securities. On December 7, 2023, Achari presented a plan of compliance to the** Nasdaq **hearings panel and requested an extension to regain compliance. On December 19, 2023, Nasdaq notified Achari that it had granted an extension until April 2, 2024, to cure the existing continued listing deficiencies** . In ~~accordance~~ **connection with Achari' s efforts to regain compliance with Nasdaq' s continued listing standards, Achari has previously undertaken certain actions, including, for example, transferring Founder Shares held by the Sponsor to certain members of the Sponsor, in an effort to regain compliance** with Listing Rule ~~5810~~ **5450** (~~c~~ **b**) (~~3~~ **2**) (~~C~~ **B**) ~~, the~~ **. The** Company **and** ~~has 180 calendar days, or~~ **our** ~~until September 19~~ **Sponsor may subsequently undertake certain additional actions** , ~~2023~~ **which may include** , **but may not be limited to, further transfers of Founder Shares held by the Sponsor to individual members of the Sponsor, and certain other actions, in order to attempt** to regain compliance **with** ~~. If~~ Nasdaq **' s continued listing standards. For the avoidance of doubt, all Founder Shares previously transferred by the Sponsor to certain members of the Sponsor as described above, and any Founder Shares which may be transferred in a similar fashion in the future, shall remain subject to all applicable transfer restrictions and other limitations as Founder Shares which continue to be held directly by the Sponsor, and no Founder Shares, whether held directly by the Sponsor or members of the Sponsor, or whether held by any other party, shall be eligible to receive liquidating distributions from the Trust Account under any circumstances, including in the event that Achari fails to complete an initial Business Combination, nor shall such transfers (past or present) increase the overall amount of Founder Shares issued or in circulation, or in any way affect Achari' s public stockholders existing percentage ownership of Achari. As of the date hereof, 1, 572, 400 Founder Shares are held directly by the Sponsor and 927, 600 Founder Shares are held directly by members of the Sponsor. In addition, in connection with the closing of the Vaso Business Combination, Achari will be required to demonstrate compliance with Nasdaq' s initial listing requirements, which are more rigorous than Nasdaq' s continued listing requirements, and there can be no guarantee that Achari will be able to satisfy such initial listing requirements in a timely manner, or at all. For instance, our stock price would generally be required to be at least $ 4. 00 per share, our stockholders' equity would generally be required to be at least $ 5. 0 million, and we would be required to have a minimum of 300 round lot holders (with at least 50 % of such round lot holders holding securities with a market value of at least $ 2, 500) of our securities. We cannot assure you that we will be able to meet Nasdaq' s initial listing requirements at the time of the closing of our initial Business Combination. Nasdaq may** ~~delists~~ **delist** ~~our~~ **the Company' s** securities from trading on its exchange **if we cannot cure the existing continued listing deficiencies by April 2, 2024, which could limit investors' ability to make transactions in the Company' s securities and subject us to additional trading restrictions. On December 19, 2023, Nasdaq notified the Company that it had granted** ~~and~~ **an extension, until April 2, 2024, to cure the Company' s existing continued listing deficiencies. We cannot assure you that** we ~~are~~ **will be able to regain compliance with the Nasdaq continued listing requirements by April 2, 2024, or at all, or that the Company' s securities will continue to be listed on Nasdaq or any other listing exchange. If the Company is unable to satisfy Nasdaq' s initial listing requirements in connection with the closing of the Vaso Business Combination, Nasdaq may also move to delist the Company' s securities from trading on its exchange. Such a delisting would likely have a negative effect on the price of the Company' s securities and may impair your ability to sell or purchase the Company' s securities when you wish to do so. In addition, if Nasdaq delists the Company' s securities from its exchange, Vaso may terminate the Business Combination Agreement. If Vaso were to terminate the Business Combination Agreement, the consummation of the Business Combination could not occur regardless of how you vote on the Proposals, and we would be forced to find a new target for a business combination, or liquidate if we were unable to do so before the timeline set out in our Fifth Amended and Restated Certificate of Incorporation. If Nasdaq delists the Company' s securities from trading on its exchange and the Company is** not able to list ~~our~~ **its** securities on another national securities exchange, ~~we expect our~~ **the Company' s** securities ~~could~~ **may** be quoted on an over- the- counter market. ~~If~~ **However, if** this were to occur, ~~we~~ **the Company** could face significant material adverse consequences, including: ~~•~~ ● a limited availability of market quotations for ~~our~~ **its** securities; ~~•~~ ● reduced liquidity for ~~our~~ **its** securities; ~~•~~ ● a determination that ~~our public shares are~~ **the Company' s common stock is** a " penny stock " **,** which will require brokers trading in ~~our public shares~~ **such common stock** to adhere to

more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for ~~our~~ **the Company' s** securities; ~~•~~ ● a limited amount of news and analyst coverage; and ~~•~~ ● a decreased ability to issue additional securities or obtain additional financing in the future **. As a result, an investor would likely find it more difficult to trade, or to obtain accurate price quotations for, the Company' s securities if our securities are de- listed from Nasdaq. Delisting would likely also reduce the visibility, liquidity and value of the Company' s securities, including as a result of reduced institutional investor interest in the Company, and may increase the volatility of the Company' s securities. Delisting could also cause a loss of confidence of potential business combination partners, which could further harm our ability to consummate a business combination. Alternatively, the Company could take steps to wind down the Company if the Company' s securities are delisted from Nasdaq** . 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 securities are listed on Nasdaq, our ~~Units~~ **units** , ~~public~~ **Public** ~~shares~~ **Shares** and warrants are considered covered securities **under such statute** . Although ~~the~~ states are preempted from regulating the sale of our securities, ~~the~~ **this** 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, other than the State of Idaho, 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 **respective** states. Further, if we were no longer listed on Nasdaq, our securities would not be **considered** covered securities **,** and we ~~would be~~ **may become** subject to **additional** regulation in each state in which we offer our securities, including in connection with **a** ~~our initial Business~~ **business** ~~Combination~~ **combination** . ~~13~~ Our Sponsor paid an aggregate of $ 25, 000 for the ~~founder~~ **Founder** ~~shares~~ **Shares** , or approximately $ 0. 009 per ~~founder~~ **Founder** ~~share~~ **Share** . As a result, our Sponsor, its affiliates and our management team stand to make a substantial profit even if an initial Business Combination subsequently declines in value or is unprofitable for our public stockholders, and may have an incentive to recommend such an initial Business Combination to our stockholders. As a result of the low acquisition cost of our ~~founder~~ **Founder** ~~shares~~ **Shares** , our Sponsor, its affiliates and our management team could make a substantial profit even if we select and consummate an initial Business Combination with an acquisition target that subsequently declines in value or is unprofitable for our public stockholders. Thus, such parties may have more of an economic incentive for us to enter into an initial Business Combination with a riskier, weaker- performing or financially unstable business, or an entity lacking an established record of revenues or earnings, than would be the case if such parties had paid the full offering price for their ~~founder~~ **Founder** ~~shares~~ **Shares** , or if such a fee were not potentially payable. Our Private Placement Warrants are being accounted for as a warrant liability and were recorded at fair value upon issuance and any changes in fair value each period will be reported in earnings, which may have an adverse effect on the market price of our securities or may make it more difficult for us to consummate an initial Business Combination. Following the consummation of the Initial Public Offering and the concurrent private placement of warrants, we have 7, 133, 333 Private Placement Warrants outstanding. We have accounted for these Private Placement Warrants as a warrant liability, which means that we recorded them at fair value upon issuance and any changes in fair value each period are reported in earnings. The impact of changes in fair value on earnings may have an adverse effect on the market price of our securities. In addition, potential targets may seek a business combination partner that does not have warrants that are accounted for as a warrant liability, which may make it more difficult for us to consummate an initial Business Combination with a target business. A stockholder' s only opportunity to affect the investment decision regarding a potential Business Combination will be limited to the exercise of their right to redeem their shares from us for cash, unless we seek stockholder approval of the initial Business Combination. At the time of a stockholder' s initial investment in us, they will not be provided with an opportunity to evaluate the specific merits or risks of a potential initial Business Combination. Since our board of directors may complete an initial Business Combination without seeking stockholder approval, public stockholders may not have the right or opportunity to vote on a potential initial Business Combination, unless we seek such stockholder vote. Accordingly, if we do not seek stockholder approval, a stockholder' s only opportunity to affect the investment decision regarding a potential Business Combination may be limited to exercising their redemption rights within the period of time (which will be at least 20 business days) set forth in our tender offer documents mailed to our public stockholders in which we describe our initial Business Combination. The ability of our public stockholders to redeem their shares for cash may make our financial condition unattractive to potential Business Combination targets, which may make it difficult for us to enter into an initial Business Combination with a target. We may seek to enter into an initial business combination agreement with a prospective target that requires as a closing condition that we have a minimum net worth or a certain amount of cash. If too many public stockholders exercise their redemption rights, we would not be able to meet such closing condition and, as a result, would not be able to proceed with the initial Business Combination. ~~Furthermore, we will only redeem our public shares so long as (after such redemption) our net tangible assets will be at least $ 5, 000, 001 as described above upon consummation of our initial Business Combination and after payment of underwriters' fees and commissions (so that we are not subject to the SEC' s " penny stock " rules) or any greater net tangible asset or cash requirement which may be contained in the agreement relating to our initial Business Combination. Consequently, if accepting all properly submitted redemption requests would cause our net tangible assets to be less than $ 5, 000, 001 or such greater amount necessary to satisfy a closing condition, each as described above, we would not proceed with such redemption and the related Business Combination and may instead search for an alternate Business Combination.~~ Prospective targets will be aware of these risks and, thus, may be reluctant to enter into an initial Business Combination with us. ~~14~~ The ability of our public stockholders to exercise redemption rights with respect to a large number of our shares may not allow us to complete the most desirable **initial** Business Combination or optimize our capital structure. At the time we enter into an agreement for our initial Business Combination, we will not know how many stockholders may exercise their redemption rights, and we therefore will need to structure the

transaction based on our expectations as to the number of shares that will be submitted for redemption. If our initial Business Combination agreement requires us to use a portion of the cash in the Trust Account to pay the purchase price, or requires us to have a minimum amount of cash at closing, we will need to reserve a portion of the cash in the Trust Account to meet such requirements, or arrange for third party financing. In addition, if a larger number of shares are submitted for redemption than we initially expected, we may need to restructure the transaction to reserve a greater portion of the cash in the Trust Account or arrange for third party financing. Raising additional third party financing may involve dilutive equity issuances or the incurrence of indebtedness at higher than desirable levels. The above considerations may limit our ability to complete the most desirable **initial** Business Combination available to us or optimize our capital structure. The amount of the deferred underwriting commissions payable to Chardan Capital Markets, LLC (" Chardan "), as representative of the several underwriters in our Initial Public Offering, will not be adjusted for any shares that are redeemed in connection with an initial Business Combination. The per- share amount we will distribute to stockholders who properly exercise their redemption rights will not be reduced by the deferred underwriting commission and after such redemptions, the per- share value of shares held by non- redeeming stockholders will reflect our obligation to pay the deferred underwriting commissions. The ability of our public stockholders to exercise redemption rights with respect to a large number of our shares could increase the probability that our initial Business Combination would be unsuccessful and that a stockholder would have to wait for liquidation in order to redeem their stock. If our initial business combination agreement requires us to use a portion of the cash in the Trust Account to pay the purchase price, or requires us to have a minimum amount of cash at closing, the probability that our initial Business Combination would be unsuccessful is increased. If our initial Business Combination is unsuccessful, a stockholder would not receive their pro rata portion of the Trust Account until we liquidate the Trust Account. If a stockholder is in need of immediate liquidity, they could attempt to sell their stock in the open market; however, at such time our stock may trade at a discount to the pro rata amount per share in the Trust Account. In either situation, a stockholder may suffer a material loss on their investment or lose the benefit of funds expected in connection with our redemption until we liquidate or the stockholder is able to sell their stock in the open market. The requirement that we complete our initial Business Combination within the prescribed time frame may give potential target businesses leverage over us in negotiating an initial Business Combination and may decrease our ability to conduct due diligence on potential Business Combination targets as we approach our dissolution deadline, which could undermine our ability to complete our initial Business Combination on terms that would produce value for our stockholders. Any potential target business with which we enter into negotiations concerning an initial Business Combination will be aware that we must complete our initial Business Combination on or before July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options). Consequently, such target business may obtain leverage over us in negotiating an initial Business Combination, knowing that if we do not complete our initial Business Combination with that particular target business, we may be unable to complete our initial Business Combination with any target business. This risk will increase as we get closer to the timeframe described above. In addition, we may have limited time to conduct due diligence and may enter into our initial Business Combination on terms that we would have rejected upon a more comprehensive investigation. See " Extension of ~~Date~~ **Deadline** to Consummate an Initial Business Combination " for more information. If we seek stockholder approval of our initial Business Combination, our Sponsor, directors, officers, advisors and their affiliates may elect to purchase shares or warrants from public stockholders, which may influence a vote on a proposed initial Business Combination and reduce the public " float " of our public shares. If we seek stockholder approval of our initial Business Combination and we do not conduct redemptions in connection with our initial Business Combination pursuant to the tender offer rules, our Sponsor, directors, officers, advisors or their affiliates may purchase shares or public warrants or a combination thereof in privately negotiated transactions or in the open market either prior to or following the completion of our initial Business Combination, although they are under no obligation to do so. However, they have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the Trust Account will be used to purchase shares or public warrants in such transactions. Such a purchase may include a contractual acknowledgement that such stockholder, although still the record holder of our shares is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that our Sponsor, directors, officers, advisors or their affiliates purchase shares in privately negotiated transactions from public stockholders who have already elected to exercise their redemption rights, such selling stockholders would be required to revoke their prior elections to redeem their shares. The purpose of such purchases could be to vote such shares in favor of the initial Business Combination and thereby increase the likelihood of obtaining stockholder approval of the initial Business Combination, or to satisfy a closing condition in an agreement with a target that requires us to have a minimum net worth or a certain amount of cash at the closing of our initial Business Combination, where it appears that such requirement would otherwise not be met. The purpose of any such purchases of public warrants could be to reduce the number of public warrants outstanding or to vote such warrants on any matters submitted to the warrant holders for approval in connection with our initial Business Combination. Any such purchases of our securities may result in the completion of our initial Business Combination that may not otherwise have been possible. Any such purchases will be reported pursuant to Section 13 and Section 16 of the Exchange Act to the extent such purchasers are subject to such reporting requirements. ~~15~~ In addition, if such purchases are made, the public " float " of our public shares or public warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to obtain or maintain the quotation, listing or trading of our securities on a national securities exchange. If a stockholder fails to receive notice of our offer to redeem our public shares in connection with our initial Business Combination, or fails to comply with the procedures for tendering its shares, such shares may not be redeemed. We will comply with the tender offer rules or proxy rules, as applicable, when conducting redemptions in connection with our initial Business Combination. Despite our compliance with these rules, if a stockholder fails to receive our tender offer or proxy materials, as applicable, such stockholder may not become aware of the opportunity to redeem its shares. In addition, proxy materials or tender offer documents, as applicable, that we will

furnish to holders of our public shares in connection with our initial Business Combination will describe the various procedures that must be complied with in order to validly tender or redeem public shares. For example, we may require our public stockholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in " street name, " to either tender their certificates to our transfer agent prior to the date set forth in the tender offer documents mailed to such holders, or up to two business days prior to the vote on the proposal to approve the initial Business Combination in the event we distribute proxy materials, or to deliver their shares to the transfer agent electronically. In the event that a stockholder fails to comply with these or any other procedures, its shares may not be redeemed. The on- going COVID- 19 pandemic and other global events (such as Russia' s invasion of Ukraine) and the corresponding impact on businesses and debt and equity markets could have a material adverse effect on our search for a Business Combination and any target business with which we ultimately consummate a Business Combination. The COVID- 19 outbreak and other global events (such as Russia' s invasion of Ukraine) have resulted in, a widespread crisis that has adversely affected, and in the future could further, adversely affect economies and financial markets worldwide, and the business of any potential target business with which the Company consummates a 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 or other matters of global concern (such as Russia' s invasion of Ukraine) continue to restrict travel, limit the ability to have meetings with potential investors, limit the ability to conduct due diligence or limit the ability of a potential target company' s personnel, vendors and services providers to negotiate and consummate a transaction in a timely manner. The extent to which COVID- 19 and other matters of global concern (such as Russia' s invasion of Ukraine) impact our search for an initial Business Combination will depend on future developments, which are highly uncertain and cannot be predicted. The effect of the COVID- 19 pandemic and other matters of global concern (such as Russia' s invasion of Ukraine) on businesses, and the inability to accurately predict the future impact of the pandemic and other global events on businesses, have also made determinations and negotiations of valuation more difficult, which could make it more difficult to consummate a Business Combination transaction. If the disruptions posed by COVID- 19 or other matters of global concern (such as Russia' s invasion of Ukraine) continue, our ability to consummate a Business Combination, or the operations of a target business with which we ultimately consummate a Business Combination, may be materially adversely affected. 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, including as a result of increased market volatility, decreased market liquidity and third- party financing being unavailable on terms acceptable to us or at all. Finally, the outbreak of COVID- 19 or other infectious diseases and other global events (such as Russia' s invasion of Ukraine) may also have the effect of heightening many of the other risks described in this " Risk Factors " section, such as those related to the market for our securities. 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. In recent months, the market for directors and officers liability insurance for special purpose acquisition companies has changed. Fewer insurance companies are offering quotes for directors and officers liability coverage, 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. ~~16~~ The increased cost and decreased availability of directors' and officers' liability insurance could make it more difficult and more expensive for us to negotiate an 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- **initial** Business Combination **entity** ' 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, the post- Business Combination entity may need to purchase additional insurance with respect to any such claims (" run- off insurance "). The need for run- off insurance would 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 engage the underwriters of our Initial Public Offering or their affiliates to provide additional services to us, which may include acting as financial advisor in connection with an initial Business Combination or as placement agent in connection with a related financing transaction. The underwriters of our Initial Public Offering are entitled to receive deferred commissions that will be released from the Trust Account only upon completion of an initial Business Combination. These financial incentives may cause the underwriters of our Initial Public Offering to have potential conflicts of interest in rendering any such additional services to us, including, for example, in connection with the sourcing and consummation of an initial Business Combination. We may engage the underwriters of our Initial Public Offering or their affiliates to provide additional services including, for example, identifying potential targets, providing financial advisory services, acting as a placement agent in a private offering or arranging debt financing. We may pay the underwriters of our Initial Public Offering or their affiliates fair and reasonable fees or other compensation that would be determined at that time in an arm' s length negotiation. The underwriters of our Initial Public Offering are also entitled to receive deferred commissions that are conditioned on the completion of an initial Business Combination. The fact that the underwriters of our Initial Public Offering or their affiliates' financial interests are tied to the consummation of a Business Combination transaction may give rise to potential conflicts of interest in providing any such additional services to us, including potential conflicts of interest in connection with the sourcing and consummation of an initial Business Combination. Stockholders do not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. To liquidate their investment, therefore, a stockholder may be forced to sell their public shares or warrants, potentially at a loss. Our public stockholders will be entitled to receive funds from the Trust Account only upon the earliest to occur of: (i) our completion of an initial Business Combination, and then only in connection with those public shares that such stockholder properly elected to redeem, subject to the limitations

described herein, (ii) the redemption of any public shares properly submitted in connection with a stockholder vote to amend our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation (A) to modify the substance or timing of our obligation to offer redemption rights in connection with any proposed initial Business Combination or certain amendments to our charter prior thereto or to redeem 100 % of our public shares if we do not complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options) or (B) with respect to any other provision relating to stockholders' rights or pre- initial Business Combination activity and (iii) the redemption of our public shares if we are unable to complete an initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), subject to applicable law and as further described herein. Stockholders who do not exercise their redemption rights in connection with an amendment to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation would still be able to exercise their redemption rights in connection with a subsequent Business Combination. In no other circumstances will a public stockholder have any right or interest of any kind in the Trust Account. Holders of warrants will not have any right to the proceeds held in the Trust Account with respect to the warrants. Accordingly, to liquidate their investment, a stockholder may be forced to sell their public shares or warrants, potentially at a loss. Stockholders are not entitled to protections normally afforded to investors of many other blank check companies. Since the net proceeds of the Initial Public Offering and the sale of the Private Placement Warrants are intended to be used to complete an initial 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, because we have net tangible assets in excess of $ 5, 000, 000 upon the successful completion of the Initial Public Offering and the sale of the Private Placement Warrants and we 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 in blank check companies, such as Rule 419. Accordingly, investors will not be afforded the benefits or protections of those rules. Among other things, this means our Units became immediately tradable following our Initial Public Offering and we may have a longer period of time to complete our initial Business Combination than do companies subject to Rule 419. Moreover, if our Initial Public Offering had been subject to Rule 419, that rule would prohibit the release of any interest earned on funds held in the Trust Account to us unless and until the funds in the Trust Account were released to us in connection with our completion of an initial Business Combination. ~~17~~ Because of our limited resources and the significant competition for ~~Business~~ **business** ~~Combination~~ **combination** opportunities, it may be more difficult for us to complete our initial Business Combination. If we are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on our redemption of our public shares, or less than such amount in certain circumstances, and our warrants will expire worthless. We expect to encounter competition from other entities having a business objective similar to ours, including private investors (which may be individuals or investment partnerships), other blank check companies and other entities competing for the types of businesses we intend to acquire. Many of these individuals and entities are well- established and have extensive experience in identifying and effecting, directly or indirectly, acquisitions of companies operating in or providing services to various industries. Many of these competitors possess similar technical, human and other resources to ours, and our financial resources will be relatively limited when contrasted with those of many of these competitors. While we believe there are numerous target businesses we could potentially acquire with the net proceeds of the Initial Public Offering and the sale of the Private Placement Warrants, our ability to compete with respect to the acquisition of certain target businesses that are sizable 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, because we are obligated to pay cash for the public shares which our public stockholders redeem in connection with our initial Business Combination, target companies will be aware that this may reduce the resources available to us for our initial Business Combination. This may place us at a competitive disadvantage in successfully negotiating an initial Business Combination. If we are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the liquidation of our Trust Account and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) upon our liquidation. See " **Risk Factors** — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) " and other risk factors below. As the number of special purpose acquisition companies increases, there may be more competition to find an attractive target for an initial Business Combination. This could increase the costs associated with completing our initial Business Combination and may result in our inability to find a suitable target for our initial Business Combination. In recent years, the number of special purpose acquisition companies that have been formed has increased substantially. Many companies have entered into ~~Business~~ **business** ~~Combinations~~ **combinations** with special purpose acquisition companies and there are still many special purpose acquisition companies seeking targets for their initial ~~Business~~ **business** ~~Combination~~ **combination**, as well as many additional special purpose acquisition companies currently in registration. As a result, at times, fewer attractive targets may be available, and it may require more time, effort and resources to identify a suitable target for ~~an~~ **our** initial Business Combination. In addition, because there are more special purpose acquisition companies seeking to enter into an initial ~~Business~~ **business** ~~Combination~~ **combination** with available targets, the competition for available targets with attractive fundamentals or business models may increase, which could cause target companies to demand improved financial terms. Attractive deals could also become scarcer for other reasons, such as economic or industry sector downturns, geopolitical tensions (including the recent outbreak of hostilities between Russia and Ukraine) or increases in the cost of additional capital needed to close ~~Business~~ **business** ~~Combinations~~ **combinations** or operate targets post- ~~Business~~ **business** ~~Combination~~

combination . This could increase the cost of, delay or otherwise complicate or frustrate our ability to find a suitable target for and / or complete our initial Business Combination. If the net proceeds of the Initial Public Offering and the sale of the Private Placement Warrants not being held in the Trust Account are insufficient to continue to fund our search for an initial Business Combination, it could limit the amount of time available to find a target business or businesses and complete our initial Business Combination and we will then depend on loans from our Sponsor or management team to fund our search for an initial Business Combination, to pay our taxes and to complete our initial Business Combination. If we are unable to obtain these loans, we may be unable to complete our initial Business Combination. The funds available to us to pursue an initial Business Combination are currently limited to the working capital held outside our Trust Account. If we are required to seek additional capital, we would need to borrow funds from our Sponsor, management team or other third parties to operate or may be forced to liquidate. None of our Sponsor, members of our management team nor any of their affiliates is under any obligation to advance funds to us in such circumstances. Any such advances would be repaid only from funds held outside the Trust Account or from funds released to us upon completion of our initial Business Combination. Up to $ 1, 500, 000 of such loans may be convertible into private placement- equivalent warrants at a price of $ 0. 75 per warrant at the option of the lender. The $ 1, 500, 000 limit of conversion does not apply to notes issued to our Sponsor in connection with the funding of an exercise of a Monthly Extension Option. Prior to the completion of our initial Business Combination, we do not expect to seek loans from parties other than our Sponsor or an affiliate of our Sponsor as we do not believe third parties will be willing to loan such funds and provide a waiver against any and all rights to seek access to funds in our Trust Account. If we are unable to obtain these loans, we may be unable to complete our initial Business Combination. If we are unable to complete our initial Business Combination because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the Trust Account. Consequently, our public stockholders may only receive approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on our redemption of our public shares and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the redemption of their shares. See " **Risk Factors** — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) " and other risk factors below. ~~18~~ Subsequent to the completion of our initial Business Combination, we may be required to take write- downs or write- offs, restructuring and impairment or other charges that could have a significant negative effect on our financial condition, results of operations and our stock price, which could cause stockholders to lose some or all of their investment. Even if we conduct extensive due diligence on a target business with which we combine, we cannot assure you that this diligence will surface all material issues that may be present inside a particular target business, that it would be possible to uncover all material issues through a customary amount of due diligence, or that factors outside of the target business and outside of our control will not later arise. As a result of these factors, we may be forced to later write- down or write- off assets, restructure our operations, or incur impairment or other charges that could result in our reporting losses. Even if our due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analysis. Even though these charges may be non- cash items and not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our securities. In addition, charges of this nature may cause us to violate net worth or other covenants to which we may be subject as a result of assuming pre- existing debt held by a target business or by virtue of our obtaining debt financing to partially finance the initial Business Combination. Accordingly, any stockholders who choose to remain stockholders following the initial Business Combination could suffer a reduction in the value of their shares. Such stockholders are unlikely to have a remedy for such reduction in value unless they are able to successfully claim that the reduction was due to the breach by our officers or directors of a duty of care or other fiduciary duty owed to them, or if they are able to successfully bring a private claim under securities laws that the proxy solicitation or tender offer materials, as applicable, relating to the initial Business Combination constituted an actionable material misstatement or omission. If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering). Our placing of funds in the Trust Account upon the consummation of our Initial Public Offering may not protect those funds from third- party claims against us. Although we will seek to have all vendors, service providers (except for our independent registered public accounting firm), prospective target businesses and other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account for the benefit of our public stockholders, such parties may not execute such agreements, or even if they execute such agreements, they may not be prevented from bringing claims against the Trust Account, including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against our assets, including the funds held in the Trust Account. If any third party refuses to execute an agreement waiving such claims to the monies held in the Trust Account, our management will perform an analysis of the alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if management believes that such third party' s engagement would be significantly more beneficial to us than any alternative. ~~Marcum LLP~~ **Withum Smith Brown PC** , our independent registered public accounting firm, ~~and~~ the underwriters of the Initial Public Offering **and Katten Muchin Rosenman LLP, our legal counsel,** have not executed agreements with us waiving such claims to the monies held in the Trust Account. Examples of possible instances where we may engage a third party that refuses to execute a waiver include the engagement of a third party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to

execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the Trust Account for any reason. Upon redemption of our public shares, if we are unable to complete our initial Business Combination within the prescribed timeframe, or upon the exercise of a redemption right in connection with our initial Business Combination, we will be required to provide for payment of claims of creditors that were not waived that may be brought against us within the 10 years following redemption. Accordingly, the per- share redemption amount received by public stockholders could be less than the $ 10. 15 per share initially held in the Trust Account, due to claims of such creditors. Pursuant to the letter agreement, our Sponsor has agreed that it will be liable to us if and to the extent any claims by a third party for services rendered or products sold to us, or a prospective target business with which we have entered into a written letter of intent, confidentiality or similar agreement or business combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) $ 10. 15 per share and (ii) the actual amount per share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than $ 10. 15 per share due to reductions in the value of the trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under our indemnity of the underwriters of our Initial Public Offering against certain liabilities, including liabilities under the Securities Act. 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 the company. Therefore, it is unlikely that our Sponsor would be able to satisfy those obligations. As a result, if any such claims were successfully made against the Trust Account, the funds available for our initial Business Combination and redemptions could be reduced to less than $ 10. 15 per share. In such event, we may not be able to complete our initial Business Combination, and you would receive such lesser amount per share in connection with any redemption of your public shares. None of our officers or directors will indemnify us for claims by third parties including, without limitation, claims by vendors and prospective target businesses. ~~19~~ Our directors may decide not to enforce the indemnification obligations of our Sponsor, resulting in a reduction in the amount of funds in the Trust Account available for distribution to our public stockholders. In the event that the proceeds in the Trust Account are reduced below the lesser of (i) $ 10. 15 per share and (ii) the actual amount per share held in the Trust Account as of the date of the liquidation of the Trust Account if less than $ 10. 15 per share due to reductions in the value of the trust assets, in each case net of the interest which may be withdrawn to pay taxes, 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 its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors in exercising their business judgment and subject to their fiduciary duties may choose not to do so in any particular instance if, for example, the cost of such legal action is deemed by the independent directors to be too high relative to the amount recoverable or if the independent directors determine that a favorable outcome is not likely. If our independent directors choose not to enforce these indemnification obligations, the amount of funds in the Trust Account available for distribution to our public stockholders may be reduced below $ 10. 15 per share. We may not have sufficient funds to satisfy indemnification claims of our directors and executive officers. We have agreed to indemnify our officers and directors to the fullest extent permitted by law. However, our officers and directors have agreed to waive (and any other persons who may become an officer or director prior to the initial Business Combination will also be required to waive) any right, title, interest or claim of any kind in or to any monies in the Trust Account and not to seek recourse against the Trust Account for any reason whatsoever. Accordingly, any indemnification provided will be able to be satisfied by us only if (i) we have sufficient funds outside of the Trust Account or (ii) we consummate an initial Business Combination. Our obligation to indemnify our officers and directors may discourage stockholders from bringing a lawsuit against our officers or directors for breach of their fiduciary duties. These provisions also may have the effect of reducing the likelihood of derivative litigation against our officers and directors, even though such an action, if successful, might otherwise benefit us and our stockholders. Furthermore, a stockholder' s investment may be adversely affected to the extent we pay the costs of settlement and damage awards against our officers and directors pursuant to these indemnification provisions. If, after we distribute the proceeds in the Trust Account to our public stockholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, a bankruptcy court may seek to recover such proceeds, and we and our board may be exposed to claims of punitive damages. If, after we distribute the proceeds in the Trust Account to our public stockholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that 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. In addition, our board of directors may be viewed as having breached its fiduciary duties to our creditors and / or having acted in bad faith, thereby exposing itself and us to claims of punitive damages, by paying public stockholders from the Trust Account prior to addressing the claims of creditors. If, before distributing the proceeds in the Trust Account to our public stockholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of our stockholders and the per- share amount that would otherwise be received by our stockholders in connection with our liquidation may be reduced. If, before distributing the proceeds in the Trust Account to our public stockholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the proceeds held in the Trust 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 Account, the per- share amount that would otherwise be received by our stockholders in connection with our liquidation may be reduced.

~~20~~ Our stockholders may be held liable for claims by third parties against us to the extent of distributions received by them upon redemption of their shares. Under the Delaware General Corporation Law (the " DGCL "), stockholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution. The pro rata portion of our Trust Account distributed to our public stockholders upon the redemption of our public shares in the event we do not complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options) may be considered a liquidating distribution under Delaware law. If a corporation complies with certain procedures set forth in Section 280 of the DGCL intended to ensure that it makes reasonable provision for all claims against it, including a 60- day notice period during which any third- party claims can be brought against the corporation, a 90- day period during which the corporation may reject any claims brought, and an additional 150- day waiting period before any liquidating distributions are made to stockholders, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of such stockholder' s pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would be barred after the third anniversary of the dissolution. However, it is our intention to redeem our public shares promptly following July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options) in the event we do not complete our initial Business Combination and, therefore, we do not intend to comply with the foregoing procedures. Because we will not be complying with Section 280, Section 281 (b) of the DGCL requires us to adopt a plan, based on facts known to us at such time that will provide for our payment of all existing and pending claims or claims that may be potentially brought against us within the 10 years following our dissolution. However, because we are a blank check company, rather than an operating company, and our operations will be limited to searching for prospective target businesses to acquire, the only likely claims to arise would be from our vendors (such as lawyers, investment bankers, etc.) or prospective target businesses. If our plan of distribution complies with Section 281 (b) of the DGCL, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of such stockholder' s pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would likely be barred after the third anniversary of the dissolution. 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 beyond the third anniversary of such date. Furthermore, if the pro rata portion of our Trust Account distributed to our public stockholders upon the redemption of our public shares in the event we do not complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), is not considered a liquidating distribution under Delaware law and such redemption distribution is deemed to be unlawful (potentially due to the imposition of legal proceedings that a party may bring or due to other circumstances that are currently unknown), then pursuant to Section 174 of the DGCL, the statute of limitations for claims of creditors could then be six years after the unlawful redemption distribution, instead of three years, as in the case of a liquidating distribution. ~~We may not hold an annual meeting of stockholders until after the consummation of our initial Business Combination, which could delay the opportunity for our stockholders to elect directors. In accordance with Nasdaq corporate governance requirements, we are not required to hold an annual meeting until no later than one year after our first fiscal year end following our listing on Nasdaq. Under Section 211 (b) of the DGCL, we are, however, required to hold an annual meeting of stockholders for the purposes of electing directors in accordance with our bylaws unless such election is made by written consent in lieu of such a meeting. We may not hold an annual meeting of stockholders to elect new directors prior to the consummation of our initial Business Combination, and thus we may not be in compliance with Section 211 (b) of the DGCL, which requires an annual meeting. Therefore, if our stockholders want us to hold an annual meeting prior to the consummation of our initial Business Combination, they may attempt to force us to hold one by submitting an application to the Delaware Court of Chancery in accordance with Section 211 (c) of the DGCL.~~ Because we are neither limited to evaluating a target business in a particular industry sector nor have we selected any specific target businesses with which to pursue our initial Business Combination, you will be unable to ascertain the merits or risks of any particular target business' s operations. We are not limited to completing an initial Business Combination in any industry or geographical region, although we will not, under our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation, be permitted to effectuate our initial Business Combination with another blank check company or similar company with nominal operations. **Additionally** ~~Because we have not yet selected or approached any specific target business with respect to a Business Combination~~ , ~~there is no basis~~ **it may be difficult or impossible** to evaluate the possible merits or risks of any particular target business' s operations, results of operations, cash flows, liquidity, financial condition or prospects. To the extent we complete our initial Business Combination, we may be affected by numerous risks inherent in the business operations with which we combine. Notwithstanding the foregoing, we will not invest in or consummate ~~a~~ **an initial** Business Combination with a target business that we determine has been operating, or has plans to operate, in violation of U. S. federal laws, including the Controlled Substances Act. ~~21~~ For example, if we combine with a financially unstable business or an entity lacking an established record of sales or earnings, we may be affected by the risks inherent in the business and operations of a financially unstable or a development stage entity. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we cannot assure you that we will properly ascertain or assess all of the significant risk factors or that we will have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. We also cannot assure you that an investment in our securities will ultimately prove to be more favorable to investors than a direct investment, if such opportunity were available, in a business combination target. Accordingly, any stockholders who choose to remain stockholders following our initial Business Combination could suffer a reduction in the value of their securities. Such stockholders are unlikely to have a remedy for such reduction in value unless they are able to successfully claim that the reduction was due to the breach by our officers or directors of a duty of care or other fiduciary duty owed to them, or if they are

able to successfully bring a private claim under securities laws that the proxy solicitation or tender offer materials, as applicable, relating to the **initial** Business Combination contained an actionable material misstatement or material omission. Although we have identified general criteria and guidelines that we believe are important in evaluating prospective target businesses, we may enter into our initial Business Combination with a target that does not meet such criteria and guidelines, and as a result, the target business with which we enter into our initial Business Combination may not have attributes entirely consistent with our general criteria and guidelines. Although we have identified general criteria and guidelines for evaluating prospective target businesses, it is possible that a target business with which we enter into our initial Business Combination will not have all of these positive attributes. If we complete our initial Business Combination with a target that does not meet some or all of these guidelines, such combination may not be as successful as a combination with a business that does meet all of our general criteria and guidelines. In addition, if we announce a prospective **initial** Business Combination with a target that does not meet our general criteria and guidelines, a greater number of stockholders may exercise their redemption rights, which may make it difficult for us to meet any closing condition with a target business that requires us to have a minimum net worth or a certain amount of cash. In addition, if stockholder approval of the transaction is required by law, or we decide to obtain stockholder approval for business or other legal reasons, it may be more difficult for us to attain stockholder approval of our initial Business Combination if the target business does not meet our general criteria and guidelines. If we are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the liquidation of our Trust Account and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the redemption of their shares. See " **Risk Factors** — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) " and other risk factors below. We may seek **initial** Business Combination opportunities with a financially unstable business or an entity lacking an established record of revenue, cash flow or earnings, which could subject us to volatile revenues, cash flows or earnings or difficulty in retaining key personnel. To the extent we complete our initial Business Combination with a financially unstable business or an entity lacking an established record of revenues or earnings, we may be affected by numerous risks inherent in the operations of the business with which we combine. These risks include volatile revenues or earnings and difficulties in obtaining and retaining key personnel. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we may not be able to properly ascertain or assess all of the significant risk factors and we may not have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. We are not required to obtain a fairness opinion, and consequently, our stockholders may have no assurance from an independent source that the price we are paying for the business is fair to our company from a financial point of view. Unless we complete our initial Business Combination with an affiliated entity or our board cannot independently determine the fair market value of the target business or businesses, we are not required to obtain an opinion from an independent investment banking firm or from another independent entity that commonly renders valuation opinions that the price we are paying is fair to our company from a financial point of view. If no opinion is obtained, our stockholders will be relying on the judgment of our board of directors, who will determine fair market value based on standards generally accepted by the financial community. Such standards used will be disclosed in our proxy materials or tender offer documents, as applicable, related to our initial Business Combination. ~~22~~ Because we must furnish our stockholders with target business financial statements, we may lose the ability to complete an otherwise advantageous initial Business Combination with some prospective target businesses. The federal proxy rules require that a proxy statement with respect to a vote on an initial Business Combination meeting certain financial significance tests include historical and / or pro forma financial statement disclosure in periodic reports. We will include the same financial statement disclosure in connection with our tender offer documents, whether or not they are required under the tender offer rules. 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 as issued by the International Accounting Standards Board, 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. These financial statement requirements may limit the pool of potential target businesses we may acquire because some targets may be unable to provide such financial statements in time for us to disclose such statements in accordance with federal proxy rules and complete our initial Business Combination within the prescribed time frame. Compliance obligations under the Sarbanes- Oxley Act may make it more difficult for us to effectuate our initial Business Combination, require substantial financial and management resources, and increase the time and costs of completing an initial Business Combination. Section 404 of the Sarbanes- Oxley Act requires that we evaluate and report on our system of internal controls beginning with ~~this~~ **the** Annual Report on Form 10- K for the year ended December 31, 2022. Only in the event we are deemed to be a large accelerated filer or an accelerated filer, and no longer qualify as an emerging growth company, will we be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. Further, for as long as we remain an emerging growth company, we will not be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes- Oxley Act particularly burdensome on us as compared to other public companies because a target company with which we seek to complete our initial Business Combination may not be in compliance with the provisions of the Sarbanes- Oxley Act regarding adequacy of its internal controls. The development of the internal control of any such entity to achieve compliance with the Sarbanes- Oxley Act may increase the time and costs necessary to complete any

such Business Combination. We do not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for us to complete an initial Business Combination with which a substantial majority of our stockholders do not agree. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation does not provide a specified maximum redemption threshold ~~, except that we will only redeem our public shares so long as (after such redemption) our net tangible assets will be at least $ 5, 000, 001 either immediately prior to or upon consummation of our initial Business Combination and after payment of underwriters' fees and commissions (such that we are not subject to the SEC' s " penny stock " rules) or any greater net tangible asset or cash requirement which may be contained in the agreement relating to our initial Business Combination~~ . As a result, we may be able to complete our initial Business Combination even though a substantial majority of our public stockholders do not agree with the transaction and have redeemed their shares or, if we seek stockholder approval of our initial Business Combination and do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, have entered into privately negotiated agreements to sell their shares to our Sponsor, officers, directors, advisors or their affiliates. In the event the aggregate cash consideration we would be required to pay for all public shares that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed initial Business Combination exceed the aggregate amount of cash available to us, we will not complete the initial Business Combination or redeem any shares, all public shares submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate Business Combination. The provisions of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation that relate to our pre- **initial** Business Combination activity (and corresponding provisions of the agreement governing the release of funds from our Trust Account), may be amended with the approval of holders of 65 % of our Common Stock, which is a lower amendment threshold than that of some other blank check companies. It may be easier for us, therefore, to amend our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation and the **Third** Amended and Restated Investment Management Trust Agreement to facilitate the completion of an initial Business Combination that some of our stockholders may not support. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides that any of its provisions related to pre- initial Business Combination activity (including the requirement to deposit proceeds of the Initial Public Offering and the Private Placement Warrants into the Trust Account and not release such amounts except in specified circumstances, and to provide redemption rights to public stockholders as described herein and including to permit us to withdraw funds from the Trust Account such that the per share amount investors will receive upon any redemption or liquidation is substantially reduced or eliminated) may be amended if approved by holders of 65 % of our Common Stock entitled to vote thereon, and corresponding provisions of the **Third** Amended and Restated Investment Management Trust Agreement governing the release of funds from our Trust Account may be amended if approved by holders of 65 % of our Common Stock entitled to vote thereon. In all other instances, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation may be amended by holders of a majority of our outstanding Common Stock entitled to vote thereon, subject to applicable provisions of the DGCL or applicable stock exchange rules. We may not issue additional securities that can vote on amendments to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation. Our initial stockholders, who collectively beneficially owned up to 20 % of our Common Stock following the closing of the Initial Public Offering (assuming they did not purchase any Units in the Initial Public Offering or thereafter), will participate in any vote to amend our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation and / or **our Third** Amended and Restated Investment Management Trust Agreement and will have the discretion to vote in any manner they choose. As a result, we may be able to amend the provisions of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation which govern our pre- initial Business Combination behavior more easily than some other blank check companies, and this may increase our ability to complete an initial Business Combination with which you do not agree. Our stockholders may pursue remedies against us for any breach of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation. ~~23~~ Our Sponsor, officers and directors have agreed, pursuant to a written agreement with us, that they will not propose any amendment to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation (i) to modify the substance or timing of our obligation to offer redemption rights in connection with any proposed initial Business Combination or certain amendments to our charter prior thereto or to redeem 100 % of our public shares if we do not complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), or (ii) with respect to any other provision relating to stockholders' rights or pre- initial Business Combination activity, unless we provide our public stockholders with the opportunity to redeem their public shares upon approval of any such amendment at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, divided by the number of then outstanding public shares. These agreements are contained in a letter agreement that we have entered into with our Sponsor, officers and directors. Our stockholders are not parties to, or third- party beneficiaries of, these agreements and, as a result, will not have the ability to pursue remedies against our Sponsor, officers or directors for any breach of these agreements. As a result, in the event of a breach, our stockholders would need to pursue a stockholder derivative action, subject to applicable law. In order to effectuate an initial Business Combination, blank check companies have, in the recent past, amended various provisions of their charters and other governing instruments, including their warrant agreements. We cannot assure our stockholders that we will not seek to amend our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation or governing instruments in a manner that will make it easier for us to complete our initial Business Combination that our stockholders may not support. In order to effectuate an initial Business Combination, blank check companies have, in the recent past, amended various provisions of their charters and modified governing instruments, including their warrant agreements. For example, blank check companies have amended the definition of business combination, increased redemption thresholds and extended the time to consummate an initial business combination and, with respect to their warrants, amended their warrant agreements to require the warrants to be exchanged for cash and / or other securities. To the extent we seek to amend our organizational documents in a way that would be deemed to fundamentally change the nature of any securities offered through the Initial Public Offering, we would register, or seek an

exemption from registration for, the affected securities. We cannot assure you that we will not seek to amend our ~~charter~~ **Fifth Amended and Restated Certificate of Incorporation** or governing instruments or further extend the time to consummate an initial Business Combination in order to effectuate our initial Business Combination (in addition to the extension of time permitted through the exercise of our remaining Monthly Extension Options). Alternatively, we may propose an amendment to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation to extend the timing of our obligation to allow redemption in connection with our initial Business Combination. In such case, our stockholders would be required to approve such amendment and we would be obligated to offer to redeem our public shares in connection therewith. 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 Account at such time, which is generally approximately $ 10. 00. The purpose of such issuances will be to enable us to provide sufficient liquidity to the post- **initial** 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. We may be unable to obtain additional financing to complete our initial Business Combination or to fund the operations and growth of a target business, which could compel us to restructure or abandon a particular ~~Business~~ **business** ~~Combination~~ **combination** . We ~~have not selected any specific Business Combination target but~~ intend to target businesses larger than we could acquire with the net proceeds of the Initial Public Offering and the sale of the Private Placement Warrants. As a result, we may be required to seek additional financing to complete such proposed initial Business Combination. We cannot assure you that such financing will be available on acceptable terms, if at all. To the extent that additional financing proves to be unavailable when needed to complete our initial Business Combination, we would be compelled to either restructure the transaction or abandon that particular Business Combination and seek an alternative target business candidate. Further, the amount of additional financing we may be required to obtain could increase as a result of future growth capital needs for any particular transaction, the depletion of the available net proceeds in search of a target business, the obligation to repurchase for cash a significant number of shares from stockholders who elect redemption in connection with our initial Business Combination and / or the terms of negotiated transactions to purchase shares in connection with our initial Business Combination. If we are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) plus any pro rata interest earned on the funds held in the Trust Account and not previously released to us to pay our taxes on the liquidation of our Trust Account and our warrants will expire worthless. In addition, even if we do not need additional financing to complete our initial Business Combination, we may require such financing to fund the operations or growth of the target business. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the target business. None of our officers, directors or stockholders is required to provide any financing to us in connection with or after our initial Business Combination. If we are unable to complete our initial Business Combination, our public stockholders may only receive approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the liquidation of our Trust Account and our warrants will expire worthless. Furthermore, as described in the risk factor entitled " If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering), " under certain circumstances our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) upon the liquidation of the Trust Account. ~~24~~ Our initial stockholders may exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support. Our initial stockholders owned shares representing 20 % of our issued and outstanding shares of Common Stock upon the consummation of our Initial Public Offering and a greater percentage as a result of the redemptions which occurred at the Special Meeting in connection with the adoption of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation. Accordingly, they may exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support, including amendments to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation and approval of major corporate transactions. If our initial stockholders purchased any Units in the Initial Public Offering or if our initial stockholders purchase any additional shares of Common Stock in the aftermarket or in privately negotiated transactions, this would increase their control. Factors that would be considered in making such additional purchases would include consideration of the current trading price of our public shares. In addition, our board of directors, whose members were elected by our initial stockholders, is 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. We may not hold ~~an~~ **a second** annual meeting of stockholders to elect new directors prior to the completion of our initial Business Combination, in which case all of the current directors will continue in office until at least the completion of the initial Business Combination. If there is ~~an~~ **a second** annual meeting, as a consequence of our " staggered " board of directors, only a minority of the board of directors will be considered for election and our initial stockholders, 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 completion of our initial Business Combination. Resources could be wasted in researching Business Combinations that are not completed, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering), or less than such amount in certain circumstances, on the liquidation of our Trust Account and our warrants will expire worthless. We anticipate 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, consultants and others. If we decide not to complete a specific initial Business Combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, if we reach an agreement relating to a specific target business, we may fail to complete our initial 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 are unable to complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the liquidation of our Trust Account and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) on the redemption of their shares. See " — If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering) " and other risk factors below. We may have a limited ability to assess the management of a prospective target business and, as a result, may affect our initial Business Combination with a target business whose management may not have the skills, qualifications or abilities to manage a public company, which could, in turn, negatively impact the value of our stockholders' investment in us. When evaluating the desirability of effecting our initial Business Combination with a prospective target business, our ability to assess the target business' management may be limited due to a lack of time, resources or information. Our assessment of the capabilities of the target' s management, therefore, may prove to be incorrect and such management may lack the skills, qualifications or abilities we suspected. Should the target' s management not possess the skills, qualifications or abilities necessary to manage a public company, the operations and profitability of the post- combination business may be negatively impacted. Accordingly, any stockholders who choose to remain stockholders following the initial Business Combination could suffer a reduction in the value of their shares. Such stockholders are unlikely to have a remedy for such reduction in value. ~~25~~ Our ability to successfully effect our initial Business Combination and to be successful thereafter will be totally dependent upon the efforts of our key personnel, some of whom may join us following our initial Business Combination. The loss of key personnel could negatively impact the operations and profitability of our post- combination business. Our ability to successfully effect our initial Business Combination is dependent upon the efforts of our key personnel. The role of our key personnel in the target business, however, cannot presently be ascertained. Although some of our key personnel may remain with the target business in senior management or advisory positions following our initial Business Combination, it is likely that some or all of the management of the target business will remain in place. While we intend to closely scrutinize any individuals we employ after our initial Business Combination, we cannot assure you that our assessment of these individuals will prove to be correct. These individuals may be unfamiliar with the requirements of operating a company regulated by the SEC, which could cause us to have to expend time and resources helping them become familiar with such requirements. In addition, the officers and directors of an initial Business Combination candidate may resign upon completion of our initial Business Combination. The departure of an initial Business Combination target' s key personnel could negatively impact the operations and profitability of our post- combination business. The role of an initial Business Combination candidate' s key personnel upon the completion of our initial Business Combination cannot be ascertained at this time. Although we contemplate that certain members of an initial Business Combination candidate' s management team will remain associated with the initial Business Combination candidate following our initial Business Combination, it is possible that members of the management of an initial Business Combination candidate will not wish to remain in place. The loss of key personnel could negatively impact the operations and profitability of our post- combination business. If we effect our initial Business Combination with a company with operations or opportunities outside of the United States, we would be subject to a variety of additional risks that may negatively impact our operations. If we effect our initial Business Combination with a company with operations or opportunities outside of the United States, we may be subject to special considerations or risks associated with companies operating in an international setting, including any of the following: • higher costs and difficulties inherent in managing cross- border business operations and complying with different commercial and legal requirements of overseas markets; • rules and regulations regarding currency redemption; • complex corporate withholding taxes on individuals; • laws governing the manner in which future Business Combinations may be effected; • tariffs and trade barriers; • regulations related to customs and import / export matters; • longer payment cycles and challenges in collecting accounts receivable; • tax issues, including but not limited to tax law changes and variations in tax laws as compared to the United States; • currency fluctuations and exchange controls; • rates of inflation; • cultural and language differences; • employment regulations; • changes in industry, regulatory or environmental standards within the jurisdictions where we operate; • crime, strikes, riots, civil disturbances, terrorist attacks, natural disasters and wars; • deterioration of political relations with the United States; and • government appropriations of assets. We may not be able to adequately address these additional risks. If we were unable to do so, our operations might suffer, which may adversely impact our results of operations and financial condition. We may be deemed a " foreign person " under the regulations relating to CFIUS and our failure to obtain any required approvals within the requisite time period may require us to liquidate. Our Sponsor is not controlled by and does not have substantial ties with any non- U. S. person. Mr. Desai, who is the Company' s Chief Executive Officer, is a U. S. citizen. As a result, we do not expect the Company to be considered a " foreign person " under the regulations administered by the Committee on Foreign Investment in the United States (" CFIUS "). However, if our **initial** Business Combination becomes subject to CFIUS review, CFIUS may decide to block or delay our **initial** Business Combination, impose conditions to mitigate national security concerns with respect to such **initial** Business Combination or order us to divest all or a portion of a U. S. business of the combined company without first obtaining CFIUS clearance, which may limit the attractiveness of or prevent us from pursuing certain **initial** Business Combination opportunities that we believe would otherwise be beneficial to us and our shareholders. As a result, the pool of potential targets with which we could

complete a **initial** Business Combination may be limited and we may be adversely affected in terms of competing with other special purpose acquisition companies. Moreover, the process of government review, whether by the CFIUS or otherwise, could be lengthy and we have limited time to complete our **initial** Business Combination. If we cannot complete our **initial** Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), because the review process drags on beyond such timeframe or because our **initial** Business Combination is ultimately prohibited by CFIUS or another U. S. government entity, we may be required to liquidate. If we liquidate, our public stockholders may only receive an amount per share that will be determined by when we liquidate, and our warrants will expire worthless. This will also cause you to lose the investment opportunity in a target company and the chance of realizing future gains on your investment through any price appreciation in the combined company. ~~26.~~ We may issue notes or other debt securities, or otherwise incur substantial debt, to complete an initial Business Combination, which may adversely affect our leverage and financial condition and thus negatively impact the value of our stockholders' investment in us. We may choose to incur substantial debt to complete our initial Business Combination. We have agreed that we will not incur any indebtedness unless we have obtained from the lender a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account. As such, no issuance of debt will affect the per- share amount available for redemption from the Trust Account. Nevertheless, the incurrence of debt could have a variety of negative effects, including: ~~•~~ ● default and foreclosure on our assets if our operating revenues after an initial 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; ~~•~~ ● 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; ~~•~~ ● our inability to pay dividends on our Common Stock; ~~•~~ ● using a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for dividends on our Common Stock if declared, our ability to pay expenses, make capital expenditures and acquisitions, and fund other general corporate purposes; ~~•~~ ● limitations on our flexibility in planning for and reacting to changes in our business and in the industry in which we operate; ~~•~~ ● increased vulnerability to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; ~~•~~ ● limitations on our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, and execution of our strategy; and ~~•~~ ● other disadvantages compared to our competitors who have less debt. We may only be able to complete ~~one~~ **an initial** Business Combination with the proceeds from the Initial Public Offering and the sale of the Private Placement Warrants which will cause us to be solely dependent on a single business which may have a limited number of services and limited operating activities. This lack of diversification may negatively impact our operating results and profitability. As a result of the shareholder redemptions we experienced in connection with the adoption of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation, the funds available in our Trust Account and available for payment of consideration in connection with a potential **initial** Business Combination were diminished. As of ~~April 18~~ **March 19**, ~~2023~~ **2024**, we had **approximately** $ ~~10~~ **6**, ~~828~~ **145**, **817** ~~307. 47~~ in our Trust Account. We may effectuate our initial Business Combination with a single target business or multiple target businesses simultaneously or within a short period of time. However, we may not be able to effectuate our initial Business Combination with more than one target business because of various factors, including the existence of complex accounting issues and the requirement that we prepare and file pro forma financial statements with the SEC that present operating results and the financial condition of several target businesses as if they had been operated on a combined basis. By completing our initial 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. In addition, we intend to focus our search for an initial Business Combination in a single industry. Accordingly, the prospects for our success may be: ~~•~~ ● solely dependent upon the performance of a single business, property or asset, 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 risks, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to our initial Business Combination. ~~27.~~ We may attempt to simultaneously complete Business Combinations with multiple prospective targets, which may hinder our ability to complete our initial Business Combination and give rise to increased costs and risks that could negatively impact our operations and profitability. If we determine to simultaneously acquire several businesses that are owned by different sellers, we will need for each of such sellers to agree that our purchase of its business is contingent on the simultaneous closings of the other Business Combinations, which may make it more difficult for us, and delay our ability, to complete our initial Business Combination. We do not, however, intend to purchase multiple businesses in unrelated industries in conjunction with our initial Business Combination. With multiple Business Combinations, we could also face additional risks, including additional burdens and costs with respect to possible multiple negotiations and due diligence investigations (if there are multiple sellers) and the additional risks associated with the subsequent assimilation of the operations and services or products of the acquired companies in a single operating business. If we are unable to adequately address these risks, it could negatively impact our profitability and results of operations. We may attempt to complete our initial Business Combination with a private company about which little information is available, which may result in an initial Business Combination with a company that is not as profitable as we suspected, if at all. In pursuing our initial Business Combination strategy, we may seek to effectuate our initial Business Combination with a privately held company. Very little public information generally exists about private companies, and we could be required to make our decision on whether to pursue a potential initial Business Combination on the basis of limited

information, which may result in an initial Business Combination with a company that is not as profitable as we suspected, if at all. Cybersecurity risks and cyber incidents could adversely affect our business by causing a disruption to our operations, a compromise or corruption of our confidential information and confidential information in our possession and / or damage to our business relationships, any of which could negatively impact our business, financial condition and operating results. We and our Sponsor and its affiliates face increasingly frequent and sophisticated cyber and security threats, with attacks ranging from those common to businesses generally to those that are more advanced and persistent, which may target us because we may hold confidential and other price sensitive information about existing and potential investments. We depend on digital technologies, including information systems, infrastructure and cloud applications and services, including those of our Sponsor and its third party vendors, and other third parties. Cyber attacks and other security threats could originate from a wide variety of sources, including cyber criminals, nation state hackers, hacktivists and other outside parties. As a result, we may face a heightened risk of a security breach or disruption with respect to sensitive information resulting from an attack by computer hackers, foreign governments or cyber terrorists. The efficient operation of our business is dependent on computer hardware and software systems, as well as data processing systems and the secure processing, storage and transmission of information, which are vulnerable to security breaches and cyber incidents. A cyber incident is considered to be any adverse event that threatens the confidentiality, integrity or availability of our information resources. These incidents may be an intentional attack or an unintentional event and could involve gaining unauthorized access to our information systems for purposes of misappropriating assets, stealing confidential information, corrupting data or causing operational disruption. In addition, we and our employees may be the target of fraudulent emails or other targeted attempts to gain unauthorized access to proprietary or sensitive information. The result of these incidents may include disrupted operations, misstated or unreliable financial data, increased cybersecurity protection and insurance costs, litigation and damage to our business relationships. Any processes, procedures and internal controls we may implement to mitigate cybersecurity risks and cyber intrusions, as well as our increased awareness of the nature and extent of a risk of a cyber- incident, will not guarantee that a cyber- incident will not occur or that our financial results, operations or confidential information will not be negatively impacted by such an incident, especially because the cyber-incident techniques change frequently or are not recognized until launched and because cyber- incidents can originate from a wide variety of sources. We may not have sufficient funding and resources to comply with evolving cybersecurity regulations and to continually monitor and enhance our cybersecurity procedures and controls. We depend on digital technologies, including information systems, infrastructure and cloud applications and services, including those of third parties with which we may deal. Sophisticated and deliberate attacks on, or security breaches in, our systems or infrastructure, or the systems or infrastructure of third parties or the cloud, could lead to corruption or misappropriation of our assets, proprietary information and sensitive or confidential data. As an early stage company without significant investments in data security protection, we may not be sufficiently protected against such occurrences. We may not have sufficient resources to adequately protect against, or to investigate and remediate any vulnerability to, cyber incidents. It is possible that any of these occurrences, or a combination of them, could have adverse consequences on our business and lead to financial loss. Our initial Business Combination and our structure thereafter may not be tax- efficient to our shareholders and warrant holders. As a result of our **initial** Business Combination, our tax obligations may be more complex, burdensome and uncertain. Although we will attempt to structure our initial Business Combination in a tax- efficient manner, tax structuring considerations are complex, the relevant facts and law are uncertain and may change, and we may prioritize commercial and other considerations over tax considerations. For example, in connection with our initial Business Combination and subject to any requisite shareholder approval, we may structure our **initial** Business Combination in a manner that requires shareholders and / or warrant holders to recognize gain or income for tax purposes, effect ~~a~~ **an initial** Business Combination with a target company in another jurisdiction, or reincorporate in a different jurisdiction (including, but not limited to, the jurisdiction in which the target company or business is located). We do not intend to make any cash distributions to shareholders or warrant holders to pay taxes in connection with our **initial** Business Combination or thereafter. Accordingly, a shareholder or a warrant holder may need to satisfy any liability resulting from our initial Business Combination with cash from its own funds or by selling all or a portion of the shares received. In addition, shareholders and warrant holders may also be subject to additional income, withholding or other taxes with respect to their ownership of us after our initial Business Combination. In addition, we may effect a Business Combination with a target company that has business operations outside of the United States, and possibly, business operations in multiple jurisdictions. If we effect such a Business Combination, we could be subject to significant income, withholding and other tax obligations in a number of jurisdictions with respect to income, operations and subsidiaries related to those jurisdictions. Due to the complexity of tax obligations and filings in other jurisdictions, we may have a heightened risk related to audits or examinations by U. S. federal, state, local and non- U. S. taxing authorities. This additional complexity and risk could have an adverse effect on our after- tax profitability and financial condition. Risks Relating to **the Vaso Business Combination We cannot assure you that we will be able to complete the proposed Vaso Business Combination or complete an alternative Initial Business Combination by July 19, 2024, the date by which we are required to complete our Initial Business Combination or be forced to liquidate (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options). If we are not able to complete the Vaso Business Combination with Vaso Corporation or complete an alternative Initial Business Combination by July 19, 2024 (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), 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 the Public Shares, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest earned on the funds held in the Trust Account and not previously released to us to pay the Company' s franchise and income taxes (less up to $ 100, 000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public stockholders' rights as stockholders (including the**

right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company' s remaining stockholders and the Company' s board of directors, dissolve and liquidate, subject in each case to the Company' s obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law. In such case, the public stockholders would only receive the applicable per- share price described above in connection with redeeming their shares and the public warrants would expire worthless. The proposed Vaso Business Combination may not be completed on the anticipated terms, and there are uncertainties and risks related to consummating the proposed Vaso Business Combination. The Closing may not be completed on the anticipated terms, and there are uncertainties and risks related to consummating the proposed Vaso Business Combination. Even if the Vaso Business Combination Agreement is approved by the stockholders of the Company, specified conditions must be satisfied or waived before the parties to Vaso Business Combination Agreement are obligated to complete the Vaso Business Combination. The Company does not control the satisfaction of all of such conditions. The Company and Vaso may not satisfy all of the closing conditions in the Vaso Business Combination Agreement. If the closing conditions are not satisfied or waived, the Vaso Business Combination will not occur, or will be delayed pending later satisfaction or waiver, and such delay may cause the Company and Vaso to each lose some or all of the intended benefits of the Vaso Business Combination. Subsequent to the Closing of our proposed Vaso Business Combination, the Surviving Company may be required to take write- downs or write- offs, restructuring and impairment or other charges that could have a significant negative effect on its financial condition and the share price of the Company' s Common Stock, which could cause you to lose some or all of your investment. Although the Company has conducted due diligence on Vaso, it cannot assure you that this diligence has identified all material issues that may be present within Vaso, that it is possible to uncover all material issues through a customary amount of due diligence, or that factors outside of Vaso' s and outside of the Company' s or the Surviving Company' s control will not later arise. As a result of these factors, the Surviving Company may be forced to later write- down or write- off assets, restructure its operations, or incur impairment or other charges that could result in it reporting losses. Even if due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with the Company' s preliminary risk analysis. Even though these charges may be non- cash items and not have an immediate impact on the Company' s liquidity, the fact that the Company reports charges of this nature could contribute to negative market perceptions about the Company or its securities. Accordingly, any of the Company' s public stockholders who choose to remain stockholders of the Company following the Vaso Business Combination could suffer a reduction in the value of their securities. Such stockholders are unlikely to have a remedy for such reduction in value unless they are able to successfully claim that the reduction was due to the breach by our officers or directors of a duty of care or other fiduciary duty owed to them, or if they are able to successfully bring a private claim under securities laws that the proxy solicitation relating to the Vaso Business Combination contained an actionable material misstatement or material omission. An active, liquid trading market for the Company' s securities may not develop, which may limit your ability to sell such securities. An active trading market for the Company' s securities may never develop or be sustained following the consummation of the Vaso Business Combination. A public trading market having the desirable characteristics of depth, liquidity and orderliness depends upon the existence of willing buyers and sellers at any given time, such existence being dependent upon the individual decisions of buyers and sellers over which neither we nor any market maker has control. The failure of an active and liquid trading market to develop and continue would likely have a material adverse effect on the value of the Company' s Common Stock. The market price of the Company' s Common Stock may decline, and you may not be able to sell your shares of the Company' s Common Stock at all. An inactive market may also impair our ability to raise capital to continue to fund operations by issuing shares of the Company' s Common Stock. During the pendency of the proposed Vaso Business Combination, the Company will not be able to enter into a business combination with another party because of restrictions in the Vaso Business Combination Agreement. Furthermore, certain provisions of the Vaso Business Combination Agreement will discourage third parties from submitting alternative takeover proposals, including proposals that may be superior to the arrangements contemplated by the Vaso Business Combination Agreement. Covenants in the Vaso Business Combination Agreement impede the ability of the Company to make acquisitions or complete other transactions that are not in the ordinary course of business pending completion of the Vaso Business Combination. As a result, the Company may be at a disadvantage to its competitors during that period. While the Vaso Business Combination Agreement is in effect, neither the Company nor Vaso nor any of their respective affiliates, subsidiaries or representatives may (a) solicit or initiate any competing transaction or take any action to knowingly facilitate or encourage any person or group of persons other than the parties and their respective affiliates, representatives and agents (a " Competing Party "), to enter into any agreement in principle, letter of intent, term sheet or definitive agreement, or make any filing with the SEC (including the filing of any registration statement) or other governmental entity, with respect to a competing transaction; (b) enter into, participate in or continue or otherwise engage in any discussions or negotiations with any Competing Party regarding a competing transaction; (c) furnish (including through any virtual data room) any information relating to any party or subsidiary thereof or any of their respective assets or businesses, or afford access to the assets, business, properties, books or records of any party or any subsidiary thereof to a Competing Party, in all cases, for the purpose of assisting with or facilitating a competing transaction; (d) approve, endorse or recommend any competing transaction; or (e) enter into a competing transaction or any agreement, arrangement or understanding (including any letter of intent or term sheet) relating to a competing transaction or publicly announce an intention to do so. If the Vaso Business Combination is not completed, these provisions will make it more difficult to complete an alternative business combination following the termination of the

Vaso Business Combination Agreement due to the passage of time during which these provisions have remained in effect. We and Vaso will incur significant transaction and transition costs in connection with the proposed Vaso Business Combination. We and Vaso expect to incur significant, non- recurring costs in connection with consummating the Vaso Business Combination and operating as a public company following the consummation of the Vaso Business Combination. We and Vaso may also incur additional costs to retain key employees. We will incur and be responsible for the expenses and fees as set forth in, and in connection with, the Vaso Business Combination Agreement. There can be no assurance that such fees and expenses will not be greater than expected or that there will be no unexpected costs related to the Vaso Business Combination. Our Sponsor, our officers and our directors may be argued to have interests which differ from, conflict with, or are adverse to, the interests of our other stakeholders, including the holders of our Public Shares and of our other securities, and such differing, conflicting or adverse interests may have influenced, or influence in the future, their support for the Vaso Business Combination. The personal and financial interests of our Sponsor, our officers and our directors may have influenced, or may influence in the future, their respective motivations for identifying and selecting Vaso as a target for our initial Business Combination, their support for entering into the Vaso Business Combination Agreement, their support for completing the Vaso Business Combination and with respect to their views regarding the on- going operations of the combined company following the consummation of the Vaso Business Combination. Circumstances which may be argued to potentially give rise to conflicting interests with respect to our Sponsor, our officers and our directors and our other stakeholders, including the holders of our Public Shares and our other security holders include, but are not limited to, the fact that: ● Immediately prior to the consummation of the Vaso Business Combination, our Sponsor will own 2, 500, 000 Founder Shares, which were acquired by the Sponsor prior to our IPO for an aggregate purchase price of $ 25, 000. Certain of the Company' s officers have pecuniary interests in such Founder Shares through their direct or indirect ownership interests in the Sponsor. Based on a sales price of $ 10. 95 per Founder Share, $ 10. 95 being the last reported sales price of our Common Stock as reported by Nasdaq on March 22, 2024, such Founder Shares could be deemed to have an approximate market value of $ 27, 375, 000 as of such date (provided that such figure does not give effect to the forfeiture of 1, 750, 000 Founder Shares by the Sponsor pursuant to the terms of the Vaso Business Combination Agreement, which will result in the Sponsor holding 750, 000 Founder Shares immediately following the consummation of the Vaso Business Combination, and would therefore result in such remaining Founder Shares potentially being deemed to have a market value of $ 8, 212, 500 (utilizing the same $ 10. 95 per Founder Share market price as used for the previous calculation)). In the event we do not consummate the Vaso Business Combination, or any other Business Combination, we will likely choose to terminate our operations and liquidate, which will have the effect of rendering such Founder Shares held by our Sponsor valueless. Therefore, our Sponsor will lose its entire investment in the Founder Shares if an initial Business Combination is not completed, a circumstance which may be argued to create a conflict of interest that may have caused, cause or otherwise motivate our Sponsor, our officers and our directors to support and / or approve the Vaso Business Combination, or any other Business Combination, in lieu of liquidating the Company, potentially at the expense of our other stakeholders. Additionally, the Sponsor and Vaso have agreed to enter into a Put Option Agreement in connection with the Vaso Business Combination, whereby Vaso shall grant certain put rights (the " Put Option ") to the Sponsor with respect to the Founder Shares held by the Sponsor following the consummation of the Vaso Business Combination, with such Put Option requiring Vaso to purchase the Founder Shares held by the Sponsor following the closing of the transaction from the Sponsor, at the Sponsor' s election, at certain pre- agreed times and prices, including notably at a minimum purchase price of $ 8. 00 per Founder Share (subject to certain adjustments and exceptions as further described in the Put Option Agreement). If the Sponsor exercises the Put Option granted to it pursuant to the Put Option Agreement in full and at a purchase price of $ 8. 00 per Founder Share, the Sponsor shall receive aggregate proceeds of $ 6, 000, 000 as a result of the sale to Vaso of the 750, 000 Founder Shares it will hold following the closing of the Vaso Business Combination. No other parties besides the Sponsor shall receive similar rights as those granted to the Sponsor in connection with the Put Option Agreement with respect to the Vaso Business Combination. The existence of the Put Option may therefore be argued to create a further incentive for our Sponsor, our officers and our directors to have supported entry into the Vaso Business Combination Agreement and to support the consummation of the Vaso Business Combination, potentially at the expense of our other stakeholders, which are not receiving similar rights to those granted to the Sponsor by the Put Option Agreement. ● Immediately prior to the consummation of the Vaso Business Combination, our Sponsor will own 7, 133, 333 Private Placement Warrants, which were purchased by the Sponsor concurrently with the closing of our IPO for an aggregate purchase price of $ 5, 350, 000. Certain of the Company' s officers have pecuniary interests in such Private Placement Warrants through their direct or indirect ownership interests in the Sponsor. Based on a sales price of $ 0. 0315 per Private Placement Warrant, $ 0. 0315 being the last reported sales price of our public warrants as reported by Nasdaq on March 22, 2024, such Private Placement Warrants could be deemed to have an approximate market value of $ 224, 700 as of such date (provided that such figure does not give effect to the forfeiture of 6, 133, 000 Private Placement Warrants by the Sponsor pursuant to the terms of the Vaso Business Combination Agreement, which will result in the Sponsor holding 1, 000, 000 Private Placement Warrants immediately following the consummation of the Vaso Business Combination, and would therefore result in such remaining Private Placement Warrants potentially being deemed to have a market value of $ 31, 500 (utilizing the same $ 0. 0315 per Private Placement Warrant market price as used for the previous calculation)). In the event we do not consummate the Vaso Business Combination, or any other initial Business Combination, we will likely choose to terminate our operations and liquidate, which will have the effect of rendering such Private Placement Warrants held by our Sponsor valueless. Therefore, our Sponsor will lose its entire investment in the Private Placement Warrants if an initial Business Combination is not completed, a circumstance

which may be argued to create a conflict of interest that may have caused, cause or otherwise motivate our Sponsor, our officers and our directors to support and / or approve the Vaso Business Combination, or any other initial Business Combination, in lieu of liquidating the Company, potentially at the expense of our other stakeholders. ● Our Fifth Amended and Restated Certificate of Incorporation requires the Company to complete an initial Business Combination prior to July 19, 2024 (assuming the Company exercises in full each of its Monthly Extension Options, unless the Company submits, and its stockholders approve an extension of such deadline). As of January 2, 2024, the Sponsor and its affiliates had invested a total of $ 5, 742, 000 in the Company, such investment consisting of (i) $ 25, 000 with respect to the purchase of 2, 500, 000 Founder Shares prior to the Company' s IPO, (ii) $ 5, 350, 000 with respect to the purchase of 7, 133, 333 Private Placement Warrants concurrently with the Company' s IPO and (iii) $ 367, 000 of working capital loans made by the Sponsor to the Company. The Sponsor may also ultimately be found responsible for third- party accrued and unpaid expenses incurred by the Company if an initial Business Combination is not consummated prior to the termination deadline. If the Vaso Business Combination, or any other initial Business Combination is not consummated, in a timely manner, or at all, and in any respect prior to the July 19, 2024 termination deadline, the Company will be forced to wind up, dissolve and liquidate in accordance with the Fifth Amended and Restated Certificate of Incorporation promptly following the expiration of such deadline, at which time the Sponsor' s full investment in Company would be rendered valueless. The existence of a termination deadline with respect to the consummation of an initial Business Combination may be argued to create a conflict of interest that may have caused, cause or otherwise motivate our Sponsor, our officers and our directors to support and / or approve the Vaso Business Combination, or any other initial Business Combination, in order to increase the likelihood of consummating an initial Business Combination prior to such termination deadline and in lieu of liquidating the Company, potentially at the expense of our other stakeholders. ● Certain of our officers and the members of our board of directors may now, or in the future, have interests with respect to the Vaso Business Combination and the on- going operations of the combined company following the consummation of the Vaso Business Combination which differ from yours, including, for example, arrangements for continued service as directors or in other roles with respect to the combined company following the consummation of the Vaso Business Combination, which such individuals may be compensated for, in various forms. Although at this time it is not anticipated that any of the Company' s current officers or directors will have any such roles in the combined company, such officers and directors may have such roles in the future. ● Our Sponsor and each of our directors and officers have each agreed to (i) waive their redemption rights with respect to any Public Shares they may hold in connection with the consummation of the Vaso Business Combination, with any Public Shares held by them excluded from the pro rata calculation used to determine the per- share redemption price with respect to the Common Stock redemptions from our Trust Account in connection with the public vote to approve the Vaso Business Combination as well as (ii) vote any shares of the Common Stock owned by them in favor of the Vaso Business Combination. Although the Sponsor, our officers and our directors do not own any shares of our Common Stock apart from their direct or indirect ownership of our Founder Shares, such ownership of our Founder Shares currently confers them with a collective ownership of 81. 9 % of our issued and outstanding shares of Common Stock, and as a result a majority of the voting power associated with our Common Stock. The voting power conferred by such majority ownership by our Sponsor, our officers and our directors may be argued to create potential conflicts with respect to the support and approval of the Vaso Business Combination when compared to minority shareholders. ● To finance transaction costs in connection with an initial Business Combination our Sponsor has provided the Company working capital in the form of loans. If the Company consummates an initial Business Combination, the Company may repay such working capital loans out of any proceeds of the Trust Account released to the Company. Otherwise, such working capital loans would only be repaid only out of funds held outside the Trust Account, if any. As of the date hereof, the Sponsor has funded working capital loans to the Company totaling $ 367, 000. The existence of such working capital loans made by the Sponsor to the Company may be deemed to have created a conflict of interest by influencing the Sponsor, our officers and our directors to support the Vaso Business Combination in an effort to recoup the value of such working capital loans. ● Pursuant to the terms of the Vaso Business Combination Agreement, at the effective time of the Vaso Business Combination, the Company' s certificate of incorporation and the bylaws will, from and after the consummation of the Vaso Business Combination, contain provisions no less favorable with respect to indemnification, exculpation, advancement and expense reimbursement than are set forth in the Company' s current governing documents, which provisions may not be amended, repealed or otherwise modified for a period of six years from the consummation of the Vaso Business Combination in any manner that would affect adversely the rights thereunder of any individual who, at or prior to the consummation of the Vaso Business Combination, served as a director, manager or officer of the Company, unless such modification shall be required by applicable law. The existence of such provisions with respect to indemnification, exculpation, advancement and expense reimbursement in the Vaso Business Combination Agreement may be argued to create a conflict of interest that may have caused, cause or otherwise motivate our Sponsor, our officers and our directors to support and / or approve the Vaso Business Combination, or any other initial Business Combination, in order to increase the likelihood of receiving the benefit of such provisions, potentially at the expense of our other stakeholders. For more information concerning the interests of the Sponsor and the Company' s officers and directors, please see the proxy statement / prospectus filed with the SEC on Form S- 4 / A on February 14, 2024 (Registration No. 333- 276422), as may be amended from time to time. Risks Relating to our Sponsor and Management Team Our key personnel may negotiate employment or consulting agreements as well as reimbursement of out- of- pocket expenses, if any, with a target business in connection with a particular Business Combination. These agreements may provide for them to receive compensation or reimbursement for out- of- pocket expenses, if any, following our initial

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 may be able to remain with the company after the completion of our initial Business Combination only if they are able to negotiate employment or consulting agreements in connection with the initial Business Combination. Additionally, they may negotiate reimbursement of any out- of- pocket expenses incurred on our behalf prior to the consummation of our initial Business Combination, should they choose to do so. Such negotiations would take place simultaneously with the negotiation of the initial 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 us after the completion of the initial Business Combination, or as reimbursement for such out- of- pocket expenses. The Private Placement Warrants will also be worthless if we do not complete our initial Business Combination. The personal and financial interests of our officers and directors may influence their motivation in identifying and selecting a target Business Combination, completing an initial Business Combination and influencing the operation of the business following the initial Business Combination. This risk may become more acute as the deadline with respect to the time allotted to complete our Business Combination approaches. However, we believe the ability of such individuals to remain with us after the completion of our initial Business Combination will not be the determining factor in our decision as to whether or not we will proceed with any potential Business Combination. There is no certainty, however, that any of our key personnel will remain with us after the completion of our initial Business Combination. We cannot assure our stockholders that any of our key personnel will remain in senior management or advisory positions with us. The determination as to whether any of our key personnel will remain with us will be made at the time of our initial Business Combination. ~~28~~ Past performance by our management team or our advisors may not be indicative of future performance of an investment in the Company. Past performance by our management team or our advisors is not a guarantee either (i) of success with respect to any Business Combination we may consummate or (ii) that we will be able to locate a suitable candidate for our initial Business Combination. Stockholders and potential investors should not rely on the historical record of our management team' s or our advisors' respective performance as indicative of our future performance of an investment in the company or the returns the company will, or is likely to, generate going forward. No member of our management team has been an officer or director of a special purpose acquisition corporation in the past. Additionally, in the course of their respective careers, members of our management team and our advisors have been involved in businesses and transactions that were not successful. We may seek Business Combination opportunities in industries or sectors which may or may not be outside of our management' s area of expertise. We may consummate ~~a~~ **an initial** Business Combination with a company in any industry we choose and are not limited to any particular industry or type of business ~~,~~**.** ~~although~~ **Although** initially we intended to focus our search in the cannabis **industry, we have entered into the Vaso Business Combination Agreement with Vaso, a company involved in the medical device and medical sales** industry. Although our management will endeavor to evaluate the risks inherent in any particular Business Combination candidate **(including Vaso)** , we cannot assure you that we will adequately ascertain or assess **(or have adequately ascertained or assessed)** all of the significant risk factors. We also cannot assure you that an investment in our securities will not ultimately prove to be less favorable to investors than a direct investment, if an opportunity were available, in an initial Business Combination candidate. **Our** ~~In the event we elect to pursue a Business Combination outside of the areas of our~~ management' s expertise ~~,~~ **may not be directly applicable to the evaluation or operation of Vaso or any other Business Combination target we pursue outside of the areas of** our management' s expertise ~~may not be directly applicable to its evaluation or operation~~ , and the information contained in this Form 10- K regarding the areas of our management' s expertise would not be relevant to an understanding of the business that we elect to acquire. As a result, our management may not be able to adequately ascertain or assess all of the significant risk factors. Accordingly, any stockholders who choose to remain stockholders following our initial Business Combination could suffer a reduction in the value of their shares. Such stockholders are unlikely to have a remedy for such reduction in value. We are dependent upon our executive officers and directors and their departure could adversely affect our ability to operate. Our operations are dependent upon a relatively small group of individuals and, in particular, our executive officers and directors. We believe that our success depends on the continued service of our executive officers and directors, at least until we have completed our initial Business Combination. We do not have an employment agreement with, or key- man insurance on the life of, any of our directors or executive officers. The unexpected loss of the services of one or more of our directors or executive officers could have a detrimental effect on us. Since our Sponsor, officers, and directors, will lose their entire investment in us if our initial Business Combination is not completed (other than with respect to any public shares acquired during or after the Initial Public Offering), and since our Sponsor, officers, and directors that have interests in ~~founder~~ **Founder** ~~shares~~ **Shares** may profit substantially even under circumstances where our public stockholders would experience losses in connection with their investment, a conflict of interest may arise in determining whether a particular Business Combination target is appropriate for our initial Business Combination. In addition, since our Sponsor paid only approximately $ 0. 009 per share for the ~~founder~~ **Founder** ~~shares~~ **Shares** , certain of our officers and directors could potentially make a substantial profit even if we acquire a target business that subsequently declines in value. In February 2021, our Sponsor purchased 2, 156, 250 ~~founder~~ **Founder** ~~shares~~ **Shares** , and in June 2021, we effected a 1. 3333- for- 1. 0 stock split of our Common Stock, so that our Sponsor owned an aggregate of 2, 875, 000 ~~founder~~ **Founder** ~~shares~~ **Shares** prior to the Initial Public Offering. Our Sponsor paid an aggregate purchase price of $ 25, 000, or approximately $ 0. 009 per share, for the ~~founder~~ **Founder** ~~shares~~ **Shares** . The number of ~~founder~~ **Founder** ~~shares~~ **Shares** issued was determined based on the expectation that such ~~founder~~ **Founder** ~~shares~~ **Shares** would represent 20 % of the outstanding shares after the Initial Public Offering. On November 29, 2021, the Sponsor forfeited 375, 000 of such ~~founder~~ **Founder** ~~shares~~ **Shares** due to the expiration of the over- allotment option. As of December 31, ~~2022~~ **2023** , our Sponsor continued to hold a balance of 2, 500, 000 ~~founder~~ **Founder** ~~shares~~ **Shares** . The ~~founder~~ **Founder** ~~shares~~ **Shares** will be worthless if we do not complete an initial Business Combination. In addition, our Sponsor purchased an aggregate of 7, 133, 333 Private Placement Warrants, each exercisable for three quarters of one share of Common Stock at $ 11.

50 per share, for a purchase price of $ 5, 350, 000, or $ 0. 75 per warrant, that will also be worthless if we do not complete an initial Business Combination. Holders of ~~founder~~ **Founder** ~~shares~~ **Shares** have agreed (A) to vote any shares owned by them in favor of any proposed initial Business Combination and (B) not to redeem any ~~founder~~ **Founder** ~~shares~~ **Shares** in connection with a stockholder vote to approve a proposed initial Business Combination. In addition, we may obtain loans from our Sponsor, affiliates of our Sponsor or an officer or director. The Private Placement Warrants will also be worthless if we do not complete our initial Business Combination. The personal and financial interests of our officers and directors may influence their motivation in identifying and selecting a target Business Combination, completing an initial Business Combination and influencing the operation of the business following the initial Business Combination. This risk may become more acute as the deadline for our completion of an initial Business Combination approaches. ~~29~~ 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 conflict of interest could have a negative impact on our ability to complete our initial Business Combination. Our officers and directors are not required to, and will not, commit their full time to our affairs, which may result in a conflict of interest in allocating their time between our operations and our search for an initial Business Combination and their other businesses. We do not intend to have any full- time employees prior to the completion of our initial Business Combination. Each of our officers is engaged in other business endeavors for which he may be entitled to substantial compensation and our officers are not obligated to contribute any specific number of hours per week to our affairs. Our independent directors may also serve as officers or board members for other entities. Our officers have agreed not to become an officer or director of any other cannabis-focused special purpose acquisition company with a class of securities registered under the Exchange Act until we have announced a definitive agreement regarding our initial Business Combination or we have failed to complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options). If our officers' and directors' other business affairs require them to devote substantial amounts of time to such affairs in excess of their current commitment levels, it could limit their ability to devote time to our affairs which may have a negative impact on our ability to complete our initial Business Combination. For a complete discussion of our officers' and directors' other business affairs, please see the section of this Form 10- K entitled " Our Management Team. " Our officers, directors and advisors 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. Until we consummate our initial Business Combination, we intend to engage in the business of identifying and combining with one or more businesses. Our officers, directors and advisors 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. 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. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides that we renounce our interest in any corporate opportunity offered to any director or officer unless such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of our company and such opportunity is one we are legally and contractually permitted to undertake and would otherwise be reasonable for us to pursue, and to the extent the director or officer is permitted to refer that opportunity to us without violating another legal obligation. For a complete discussion of our officers' and directors' business affiliations and the potential conflicts of interest that you should be aware of, please see the sections of this Form 10- K entitled " Certain Relationships and Related Transactions, and Director Independence. " Our officers, directors, security holders and their respective affiliates may have competitive pecuniary interests that conflict with our interests. We have not adopted a policy that expressly prohibits our directors, officers, security holders or affiliates from having a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact, we may enter into an initial Business Combination with a target business that is affiliated with our Sponsor, our directors, our advisors or officers, although we do not intend to do so. We do not have a policy that expressly prohibits any such persons from engaging for their own account in business activities of the types conducted by us. Accordingly, such persons or entities may have a conflict between their interests and ours. We may engage in an initial Business Combination with one or more target businesses that have relationships with entities that may be affiliated with our Sponsor, officers, directors or existing holders which may raise potential conflicts of interest. In light of the involvement of our Sponsor, officers and directors with other entities, we may decide to acquire one or more businesses affiliated with our Sponsor, officers, advisors or directors. Our directors also serve as officers and board members for other entities, as well as without limitation, those described under the section of this Form 10- K entitled " Directors, Executive Officers and Corporate Governance — Conflicts of Interest. " Such entities may compete with us for Business Combination opportunities. Our Sponsor, officers and directors are not currently aware of any specific opportunities for us to complete our initial Business Combination with any entities with which they are affiliated, and there have been no preliminary discussions concerning an initial Business Combination with any such entity or entities. Although we will not be specifically focusing on, or targeting, any transaction with any affiliated entities, we would pursue such a transaction if we determined that such affiliated entity met our criteria for an initial Business Combination as set forth in the section of this Form 10- K entitled " Selection of a Target Business and Structuring of a Business Combination " and such transaction was approved by a majority of our disinterested directors. Despite our agreement to obtain an opinion from an independent investment banking firm or from another independent entity that commonly renders valuation opinions, regarding the fairness to our stockholders from a financial

point of view of an initial Business Combination with one or more businesses affiliated with our officers, directors or existing holders, potential conflicts of interest still may exist and, as a result, the terms of the initial Business Combination may not be as advantageous to our public stockholders as they would be absent any conflicts of interest. ~~30~~ Our management may not be able to maintain control of a target business after our initial Business Combination. We may structure an initial Business Combination so that the post- transaction company in which our public stockholders own shares will own less than 100 % of the equity interests or assets of a target business, but we will only complete such Business Combination if the post- transaction company owns or acquires 50 % or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for us not to be required to register as an investment company under the Investment Company Act. We will not consider any transaction that does not meet such criteria. Even if the post- transaction company owns 50 % or more of the voting securities of the target, our stockholders prior to the initial Business Combination may collectively own a minority interest in the post Business Combination company, depending on valuations ascribed to the target and us in the initial Business Combination. For example, we could pursue a transaction in which we issue a substantial number of new public shares in exchange for all of the outstanding capital stock of a target. In this case, we would acquire a 100 % interest in the target. However, as a result of the issuance of a substantial number of new shares of Common Stock, our stockholders immediately prior to such transaction could own less than a majority of our outstanding shares of Common Stock subsequent to such transaction. In addition, other minority stockholders may subsequently combine their holdings resulting in a single person or group obtaining a larger share of the company' s stock than we initially acquired. Accordingly, this may make it more likely that our management will not be able to maintain our control of the target business. We cannot provide assurance that, upon loss of control of a target business, new management will possess the skills, qualifications or abilities necessary to profitably operate such business. We may seek **initial** Business Combination opportunities with a high degree of complexity that require significant operational improvements, which could delay or prevent us from achieving our desired results. We may seek **initial** Business Combination opportunities with large, highly complex companies that we believe would benefit from operational improvements. While we intend to implement such improvements, to the extent that our efforts are delayed or we are unable to achieve the desired improvements, the **initial** Business Combination may not be as successful as we anticipate. To the extent we complete our initial Business Combination with a large complex business or entity with a complex operating structure, we may also be affected by numerous risks inherent in the operations of the business with which we combine, which could delay or prevent us from implementing our strategy. Although our management team will endeavor to evaluate the risks inherent in a particular target business and its operations, we may not be able to properly ascertain or assess all of the significant risk factors until we complete our **initial** Business Combination. If we are not able to achieve our desired operational improvements, or the improvements take longer to implement than anticipated, we may not achieve the gains that we anticipate. Furthermore, some of these risks and complexities may be outside of our control and leave us with no ability to control or reduce the chances that those risks and complexities will adversely impact a target business. Such combination may not be as successful as a combination with a smaller, less complex organization. Risks Relating to Our Securities If we are deemed to be an investment company under the Investment Company Act, we may be required to ~~institute~~ **comply with** burdensome ~~compliance~~ **regulatory** requirements and our activities may **generally** be restricted, **which may make it difficult to complete an initial Business Combination or force us to abandon our efforts to complete an initial Business Combination entirely. If we are deemed to be an investment company under the Investment Company Act, we may face restrictions with respect to the nature of investments we may make or hold and with respect to our ability to issue securities, each of** which may make it difficult for us to complete ~~our~~ **an** initial Business Combination. ~~If~~ **In addition, if** we are deemed to be an investment company under the Investment Company Act, ~~our activities may be restricted, including: • restrictions on the nature of our investments; and • restrictions on the issuance of securities, each of which may make it difficult for us to complete our initial Business Combination. In addition,~~ we **would expect to be (i) required to register** ~~may have imposed upon us burdensome requirements, including: • registration~~ as an investment company ~~;~~ **•, (ii)** ~~adoption~~ --- **adopt** ~~of~~ **a** a specific form of corporate structure ~~; and •~~ **(iii) required to institute certain** reporting, record keeping, voting, proxy and disclosure requirements and **comply with certain** other rules and regulations **, each of which may render it impossible for us to consummate an initial Business Combination** . In order not to be regulated as an investment company under the Investment Company Act, unless ~~we~~ **it** can qualify for an exclusion, ~~we~~ **a company** must ensure that ~~we are~~ **it is** engaged primarily in a business other than investing, reinvesting or trading ~~in~~ **of** securities **,** and that ~~our~~ **its** activities do not include investing, reinvesting, owning, holding or trading " investment securities " constituting more than 40 % of ~~our total~~ **the company' s** assets (exclusive of U. S. government securities and cash items) on an unconsolidated basis. **The SEC recently provided guidance that the determination of whether a special purpose acquisition company, like the Company, is an " investment company " under the Investment Company Act is a facts and circumstances determination requiring individualized analysis and depends on a variety of factors, including a SPAC' s duration, asset composition, business purpose and activities, and " is a question of facts and circumstances " requiring individualized analysis. When applying these factors to the Company, we do not believe that our principal activities presently, or in the future, would require us to register as an investment company under the Investment Company Act, however we cannot guarantee or provide any assurance with respect to an analysis of such factors in connection with a review of the Company under the Investment Company Act.** Our ~~business will be to identify and~~ **Company was formed for the purpose of** ~~complete~~ **completing** an initial Business Combination **with one or more businesses. Since our inception, our business has been and will continue to be focused on identifying and completing an initial Business Combination,** and thereafter ~~to~~ **,** ~~operate~~ **operating** the post- transaction business or assets for the long term. We **also** do not plan to buy businesses or assets with a view to resale or profit from their resale ~~. We~~ **, and we** do not plan to buy unrelated businesses or assets or ~~to~~ **otherwise** be a passive investor. **In addition** ~~We do not believe that our anticipated principal activities will subject us to the Investment Company Act. To this end~~ , the proceeds held in ~~the~~ **our** Trust Account **were**

previously ~~may only be~~ invested 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 **until the 24- month anniversary of our IPO, when, to mitigate the potential risk that we could be deemed to be an investment company under the Investment Company Act, we instructed the Trustee of our Trust Account to liquidate such investments and to hold such funds in cash or in interest- bearing demand deposit accounts at a national bank** . Pursuant to **our** ~~the Amended and Restated~~ Investment Management Trust Agreement, the Trustee is not permitted to invest in other securities or assets **or in a manner otherwise than we direct** . By restricting the investment of the proceeds ~~to these instruments~~ **in this manner** , and by ~~having a~~ **focusing our directors' and officers' time toward operating our** business ~~plan targeted at~~ **for the purpose of** acquiring and growing businesses for the long term (rather than ~~on~~ buying and selling businesses in the manner of a merchant bank or private equity fund **or investing in assets for the purpose of achieving investment returns on such assets**), we intend to avoid being deemed an " investment company " within the meaning of the Investment Company Act. ~~This investment~~ **Further, investing in our securities** is not intended for persons who are seeking a return on investments in government securities or investment securities. ~~The~~ **Instead, the** Trust Account is intended as a holding place for funds pending the earliest to occur of **either** : (i) the completion of our initial Business Combination **;** ~~;~~ ~~and~~ (ii) the redemption of any ~~public~~ **Public** ~~shares~~ **Shares** properly submitted **for redemption** in connection with a stockholder vote to **approve** ~~amend our Third Amended and Restated Certificate of Incorporation (A) to modify the substance or timing of our obligation to offer redemption rights in connection with any proposed initial Business Combination or~~ certain amendments to our **organizational documents** ~~charter prior thereto or to redeem 100 % of our public shares if we do not complete our initial Business Combination on or prior to July 19, 2023 (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), or (B) with respect to any other provision relating to stockholders' rights or pre- initial Business Combination activity;~~ or (iii) absent an initial Business Combination ~~on~~ **before the deadline set forth in** ~~or~~ **our** ~~prior to July 19~~ **Fifth Amended and Restated Certificate of Incorporation** , **the** ~~2023 (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), our~~ return of the funds held in the Trust Account to our public stockholders as part of ~~our a~~ redemption of the ~~public~~ **Public** ~~shares~~ **Shares** ~~. Stockholders who do not exercise their redemption rights~~ in connection with ~~an amendment to~~ our **liquidation** ~~Third Amended and Restated Certificate of Incorporation would still be able to exercise their redemption rights in connection with a subsequent Business Combination~~ . If we do not invest the proceeds as discussed above, we may be deemed to be subject to the Investment Company Act. If we ~~were~~ **are** deemed to be ~~subject to~~ **an investment company for purposes of** the Investment Company Act, **we would need to register as such under the Investment Company Act and** compliance with ~~these~~ -- **the** additional regulatory burdens **associated with such a registration** would require additional expenses for which we have not allotted funds and ~~may~~ **would likely** hinder **or render impossible** our ability to complete an initial Business Combination **, in which case** ~~or~~ **our investors would not be** ~~may result in our liquidation. If we are unable~~ -- **able** to **realize the benefits of owning** ~~complete our initial Business Combination, our public stockholders may receive only approximately $ 10. 15 per share~~ **shares** ~~(the amount originally deposited~~ in ~~our Trust Account upon~~ **a successor operating business, including** the ~~consummation~~ **potential appreciation in the value** of our ~~Initial~~ **securities following such a transaction, and any** Public ~~Offering) on the liquidation of our Trust Account and our warrants~~ **Warrants** ~~will~~ **would** expire worthless. ~~31~~ We may issue additional Common Stock or preferred stock to complete our initial Business Combination or under an employee incentive plan after completion of our initial Business Combination. Any such issuances would dilute the interest of our stockholders and likely present other risks. Our ~~Third~~ **Fifth** 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 the Initial Public Offering, there were 87, 500, 000 authorized but unissued shares of Common Stock, respectively, available for issuance, which amount does not take into account the public shares reserved for issuance upon exercise of outstanding warrants. Since the consummation of the Initial Public Offering, there are no shares of preferred stock issued and outstanding. In connection with the Special Meeting and the adoption of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation, as of December ~~22~~ **18** , ~~2022~~ **2023** , shareholders representing ~~8~~ **87** , **380** ~~980, 535~~ shares of Common Stock redeemed their shares, and as a result, we have 3, ~~519~~ **051** , ~~465~~ **941** shares of Common Stock currently outstanding. We may issue a substantial number of additional shares of common or preferred stock to complete our initial Business Combination or under an employee incentive plan after completion of our initial Business Combination (although our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides that we may not issue securities that can vote with Common Stockholders on matters related to our pre- initial Business Combination activity). However, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation provides, among other things, that prior to our initial Business Combination, we may not issue additional shares of capital stock that would entitle the holders thereof to (i) receive funds from the Trust Account or (ii) vote on any initial Business Combination. These provisions of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation ~~, like all provisions of our Third Amended and Restated Certificate of Incorporation,~~ may be amended with the approval of **the holders of at least 65 % of all then outstanding shares of** our ~~stockholders~~ **Common Stock** . However, our executive officers and directors have agreed, pursuant to a written agreement with us, that they will not propose any amendment to our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation (A) to modify the substance or timing of our obligation to offer redemption rights in connection with any proposed initial Business Combination or certain amendments to our charter prior thereto or to redeem 100 % of our public shares if we do not complete our initial Business Combination on or prior to July 19, ~~2023~~ **2024** (or such earlier applicable date if we opt not to continue to exercise our remaining Monthly Extension Options), or (B) with respect to any other provision relating to stockholders' rights or pre- initial Business Combination activity, unless we provide our public stockholders with the opportunity to redeem their shares of Common Stock upon approval of any such amendment at a per- share price, payable in

cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of taxes payable), divided by the number of then outstanding public shares. The issuance of additional shares of common or preferred stock: ~~•~~ ● may significantly dilute the equity interest of investors in this Company ~~•~~ ● may subordinate the rights of holders of Common Stock if preferred stock is issued with rights senior to those afforded our Common Stock; ~~•~~ ● could cause a change of control if a substantial number of shares of our 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 Units, public shares and / or Warrants. An investment in this Company may result in uncertain or adverse U. S. federal income tax consequences. An investment in this Company may result in uncertain or adverse U. S. federal income tax consequences. For instance, because there are no authorities that directly address instruments similar to the Units we issued in the Initial Public Offering, the allocation an investor makes with respect to the purchase price of a Unit between the public share and the redeemable Warrant included in each Unit could be challenged by the Internal Revenue Service (" IRS ") or the courts. In addition, if we are determined to be a personal holding company for U. S. federal income tax purposes, our taxable income would be subjected to an additional 20 % federal income tax, which would reduce the net after- tax amount of interest income earned on the funds placed in our Trust Account. Furthermore, the U. S. federal income tax consequences of a cashless exercise of warrants included in the Units we issued in the Initial Public Offering and of a redemption of warrants for public shares are unclear under current law. Finally, it is unclear whether the redemption rights with respect to our shares suspend the running of a U. S. holder' s holding period for purposes of determining whether any gain or loss realized by such holder on the sale or exchange of public shares is long- term capital gain or loss and for purposes of determining whether any dividend we pay would be considered " qualified dividends " for federal income tax purposes. Prospective investors are urged to consult their tax advisors with respect to these and other tax consequences when purchasing, holding or disposing of our securities. ~~32~~ The ~~securities in which we invest the~~ funds held in ~~the~~ **our** Trust Account **, which are currently invested in cash or interest- bearing demand deposit accounts,** could **potentially** bear a negative rate of interest, which could reduce the value of the assets held in trust such that the per- share redemption amount received by **our** public stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our Initial Public Offering). ~~The~~ **Following the consummation of our IPO, certain** proceeds **of our IPO and the sale of the Private Placement Warrants to our Sponsor were** held in the Trust Account **and** ~~may be~~ invested ~~only~~ in U. S. government treasury obligations with a maturity of ~~180~~ **185** days or less or in money market funds meeting certain conditions under Rule 2a- 7 under the Investment Company Act, which invest only in direct U. S. government treasury obligations. ~~While short~~ **Subsequent to the 24** ~~- term U. S. government treasury obligations currently yield~~ **month anniversary of our IPO, such funds have been held in cash or in interest- bearing demand deposit accounts at** a ~~positive~~ **national bank. Such deposit accounts carry a variable interest** rate ~~of interest~~ , ~~they have briefly yielded~~ **which in certain circumstances may be** negative ~~interest rates in recent years. Central banks in Europe and Japan pursued interest rates below zero in recent years, and the Open Market Committee of the Federal Reserve has not ruled out the possibility that it may in the future adopt similar policies in the United States. In the event that we are unable to complete our initial Business Combination or make certain amendments to our Third Amended and Restated Certificate of Incorporation, our public stockholders are entitled to receive their pro- rata share of the proceeds held in the Trust Account, plus any interest income, net of taxes paid or payable (less, in the case we are unable to complete our initial Business Combination, $ 100, 000 of interest)~~ . Negative interest rates could reduce the value of the assets held in **our** ~~trust~~ **Trust Account** such that the per- share redemption amount received by **our** public stockholders may be less than $ 10. 15 per share (the amount originally deposited in our Trust Account upon the consummation of our **IPO** ~~Initial Public Offering~~). We have agreed to register the shares of Common Stock underlying the public warrants under the Securities Act; however, we cannot assure you that such registration will be in place when an investor desires to exercise warrants, thus precluding such investor from being able to exercise its warrants except on a cashless basis and potentially causing such warrants to expire worthless. Under the terms of the warrant agreement, we have agreed that as soon as practicable, but in no event later than 15 business days after the closing of our initial Business Combination, we will use our best efforts to file with the SEC a registration statement for the registration under the Securities Act of the offer and sale of the shares of Common Stock issuable upon exercise of the warrants and thereafter will use our best efforts to cause the same to become effective within 60 business days following our initial Business Combination and to maintain a current prospectus relating to the shares 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 issuable upon exercise of the warrants are not registered under the Securities Act, we will be required to permit holders to exercise their warrants on a cashless basis. However, no warrant will 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 is available. Notwithstanding the foregoing, if a registration statement covering the shares issuable upon exercise of the warrants is not effective within a specified period following the consummation of our initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when we shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3 (a) (9) of the Securities Act, provided that such exemption is available. If that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. We will use our best efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. In no event will we be required to net cash settle any warrant, or issue securities 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 applicable state securities laws and there is no exemption available. If the issuance of the shares upon exercise of the warrants is not so registered or qualified or exempt from registration or qualification, the holder of such warrant will not be entitled to exercise such warrant and such warrant 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 public shares included in the Units. If and when the warrants become redeemable by us, we may not exercise our redemption right if the issuance of shares of Common Stock upon exercise of the warrants is not exempt from registration or qualification under applicable state blue sky laws or we are unable to effect such registration or qualification. There may be a circumstance where an exemption from registration exists for holders of our Private Placement Warrants to exercise their warrants while a corresponding exemption does not exist for holders of the warrants included as part of Units sold in the Initial Public Offering. In such an instance, our Sponsor and its transferees (which may include our directors and executive officers) would be able to sell the Common Stock underlying their warrants while holders of our public warrants would not be able to exercise their warrants and sell the underlying Common Stock. We will use our best efforts to register or qualify such shares of Common Stock under the applicable blue sky laws of the state of residence in those states in which the warrants were offered by us in the Initial Public Offering. However, there may be instances in which holders of our public warrants may be unable to exercise such public warrants but holders of our Private Placement Warrants may be able to exercise such Private Placement Warrants. ~~33~~ If a warrant holder exercises their public warrants on a " cashless basis, " they will receive fewer public shares from such exercise than if they were to exercise such warrants for cash. There are circumstances in which the exercise of the public warrants may be required or permitted to be made on a cashless basis. First, if a registration statement covering the shares issuable upon exercise of the warrants is not effective by the 60th business day after the closing of our initial Business Combination, warrant holders may, until such time as there is an effective registration statement, exercise warrants on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act or another exemption. Second, if a registration statement covering the shares issuable upon exercise of the warrants is not effective within a specified period following the consummation of our initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when we shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis pursuant to the exemption provided by Section 3 (a) (9) of the Securities Act, provided that such exemption is available; if that exemption, or another exemption, is not available, holders will not be able to exercise their warrants on a cashless basis. Third, if we call the public warrants for redemption, our management will have the option to require all holders that wish to exercise warrants to do so on a cashless basis. In the event of an exercise on a cashless basis, a holder would pay the warrant exercise price by surrendering the warrants for that number of shares equal to the quotient obtained by dividing (x) the product of the number of shares underlying the warrants, multiplied by the difference between the exercise price of the warrants and the " fair market value " (as defined in the warrant agreement entered into in connection with our Initial Public Offering between the Trustee and the Company, dated October 14, 2021, and included as an exhibit to this Annual Report). We may amend the terms of the warrants in a manner that may be adverse to holders of public warrants with the approval by the holders of at least a majority of the then outstanding public warrants. As a result, the exercise price of a warrant holders warrants could be increased, the exercise period could be shortened and the number of our public shares purchasable upon exercise of a warrant could be decreased, all without such warrant holder' s approval. Our warrants were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, LLC, as warrant agent, and us. The warrant agreement provides that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any mistake, including to conform the provisions of the warrant agreement to the description of the terms of the warrants and the warrant agreement dated October 14, 2021, or to correct any defective provision, but requires the approval by the holders of at least a majority of the then outstanding public warrants to make any change that adversely affects the interests of the registered holders of public warrants. Accordingly, we may amend the terms of the public warrants in a manner adverse to a holder if holders of at least a majority of the then outstanding public warrants approve of such amendment. Although our ability to amend the terms of the public warrants with the consent of at least a majority of the then outstanding public warrants is unlimited, examples of such amendments could be amendments to, among other things, increase the exercise price of the warrants, convert the warrants into cash or stock, shorten the exercise period or decrease the number of our public shares purchasable upon exercise of a warrant. Because each warrant contains three quarters of one share, the Units may be worth less than units of other blank check companies. Each Unit contains one redeemable warrant exercisable for three quarters of one share of Common Stock. No fractional shares will be issued. This is different from other initial public offerings which included one public share and one warrant to purchase one whole share. We established the components of the Units in this way in order to reduce the dilutive effect of the warrants upon completion of an initial Business Combination since the warrants will be exercisable in the aggregate for three quarters of the number of shares compared to units that each contain a warrant to purchase one whole share, thus making us, we believe, a more attractive merger partner for target businesses. Nevertheless, this unit structure may cause our Units to be worth less than if they included a warrant to purchase one whole share. ~~34~~ 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. 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 will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts

of the United States of America are the sole and exclusive forum. Any person or entity who purchases or otherwise acquires 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 the forum provisions of the warrant agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York, or 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, or 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 such action as agent for the foreign warrant holder. The choice- of- forum provision in our warrant agreement may (1) result in increased costs for investors to bring a claim or (2) 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. We note that there is uncertainty as to whether a court would enforce this provision and that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for state and federal courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. 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. Provisions in our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation and Delaware law may have the effect of discouraging lawsuits against our directors and officers. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation requires, subject to certain exceptions, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on our behalf, (b) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee, agent to us or our stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL, the ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation or bylaws, or (d) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over such action or proceeding, then another court of the State of Delaware or, if no court of the State of Delaware has jurisdiction, then the United States District Court for the District of Delaware). Although we believe this forum provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, a court may determine that this provision is unenforceable, and to the extent it is enforceable, the provision may have the effect of discouraging lawsuits against our directors and officers, although our stockholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder. Further, if any action, the subject matter of which is within the scope the forum provisions of our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation, is filed in a court other than a court of the State of Delaware, such action we refer to as a foreign action, in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in such court to enforce the forum provisions, such action we refer to as an enforcement action, and (ii) having service of process made upon such stockholder in any such enforcement action by service upon such stockholder' s counsel in the foreign action as agent for such stockholder. In addition, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation states that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. ~~35~~ However, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation does not purport to require suits brought to enforce a duty or liability created by the Exchange Act to be brought in the Court of Chancery of the State of Delaware or another court of the State of Delaware. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. We may redeem unexpired warrants prior to their exercise at a time that is disadvantageous to a warrant holder, thereby making the 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 our public shares equals or exceeds $ 16. 50 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30 trading- day period commencing once the warrants become exercisable and ending on the third trading day prior to the date on which we give proper notice of such redemption and provided certain other conditions are met. If and when the warrants become redeemable by us, we may not exercise our redemption right if the issuance of shares of Common Stock upon exercise of the warrants is not exempt from registration or qualification under applicable state blue sky laws or we are unable to effect such registration or qualification. We will use our best efforts to register or qualify such shares of Common Stock under the blue sky laws of the state of residence in those states in which the warrants were offered by us in the Initial Public Offering. Redemption of the outstanding warrants could force warrant holders (i) to exercise their warrants and pay the exercise price therefor at a time when it may be disadvantageous for them to do so, (ii) to sell warrants at the then- current market price when the warrant holder might otherwise wish to hold their 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 the warrants. None of the Private Placement Warrants are redeemable by us so long as they are held by the Sponsor or its permitted transferees. Our warrants and ~~founder~~ **Founder** ~~shares~~ **Shares** may have an adverse effect on the market price of our public shares and make it more difficult to

effectuate our initial Business Combination. We issued warrants to purchase 7, 500, 000 shares as part of the Units offered in our Initial Public Offering and, simultaneously with the closing of the Initial Public Offering, we issued Private Placement Warrants to purchase an aggregate of 5, 350, 000 shares at $ 11. 50 per share. Our initial stockholders currently own an aggregate of 2, 500, 000 ~~founder~~ **Founder** ~~shares~~ **Shares** . In addition, if our Sponsor makes any working capital loans, up to $ 1, 500, 000 of such loans may be converted into warrants, at the price of $ 0. 75 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants, including as to exercise price, exercisability and exercise period. To the extent we issue public shares to effectuate an initial Business Combination, the potential for the issuance of a substantial number of additional public shares upon exercise of these warrants and conversion rights could make us a less attractive Business Combination vehicle to a target business. Any such issuance will increase the number of issued and outstanding public shares and reduce the value of the shares issued to complete the initial Business Combination. Therefore, our warrants and ~~founder~~ **Founder** ~~shares~~ **Shares** may make it more difficult to effectuate an initial Business Combination or increase the cost of acquiring the target business. The Private Placement Warrants are identical to the warrants sold as part of the Units in the Initial Public Offering except that, so long as they are held by our Sponsor or its permitted transferees, (i) they will not be redeemable by us, (ii) they (including the shares issuable upon exercise of these warrants) may not, subject to certain limited exceptions, be transferred, assigned or sold by our Sponsor until 30 days after the completion of our initial Business Combination and (iii) they may be exercised by the holders on a cashless basis. A provision of our warrant agreement may make it more difficult for us to consummate an initial Business Combination. Unlike most blank check companies, if (i) we issue additional shares or equity-linked securities for capital raising purposes in connection with the closing of our initial Business Combination at a Newly Issued Price (as defined in the warrant agreement) of less than $ 9. 50 per share, (ii) the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of our initial Business Combination on the date of the consummation of our initial Business Combination (net of redemptions), and (iii) the Market Value (as defined in the warrant agreement) is below $ 9. 50 per share, ~~36~~ then the exercise price of the warrants will be adjusted to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the $ 16. 50 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to 165 % of the higher of the Market Value and the Newly Issued Price. This may make it more difficult for us to consummate an initial Business Combination with a target business. The grant of registration rights to our initial stockholders may make it more difficult to complete our initial Business Combination, and the future exercise of such rights may adversely affect the market price of our public shares. Pursuant to a registration rights agreement entered into with our initial stockholders on October 14, 2021, our initial stockholders and their permitted transferees can demand that we register the Private Placement Warrants, the shares issuable upon exercise of the Private Placement Warrants held, or to be held, by them and holders of warrants that may be issued upon conversion of working capital loans may demand that we register such warrants or the shares issuable upon exercise of such warrants. We will bear the cost of registering these securities. The registration and availability of such a significant number of securities for trading in the public market may have an adverse effect on the market price of our public shares. In addition, the existence of the registration rights may make our initial Business Combination more costly or difficult to conclude. This is because the stockholders of the target business may increase the equity stake they seek in the combined entity or ask for more cash consideration to offset the negative impact on the market price of our public shares that is expected when the securities owned by our initial stockholders or holders of working capital loans or their respective permitted transferees are registered. A market for our securities may not be sustained, which would adversely affect the liquidity and price of our securities. The price of our securities may vary significantly due to one or more potential Business Combinations and general market or economic conditions. Furthermore, an active trading market for our securities may not be sustained. Security holders may be unable to sell their securities unless a market can be sustained. Provisions in our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation 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 public shares and could entrench management. Our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation contains provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. These provisions include a staggered board of directors and the ability of the board of directors to designate the terms of and issue new series of preferred shares, which may make the removal of management more difficult and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities. Section 203 of the DGCL affects the ability of an " interested stockholder " to engage in certain Business Combinations for a period of three years following the time that the stockholder becomes an " interested stockholder. " We elect in our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation not to be subject to Section 203 of the DGCL. Nevertheless, our ~~Third~~ **Fifth** Amended and Restated Certificate of Incorporation contains provisions that have the same effect as Section 203 of the DGCL, except that it provides that affiliates of our Sponsor and their transferees will not be deemed to be " interested stockholders, " regardless of the percentage of our voting stock owned by them, and will therefore not be subject to such restrictions. These charter provisions may limit the ability of third parties to acquire control of our company. Risks Relating to the Cannabis Industry Business Combinations with companies operating in the cannabis industry entail special considerations and risks. If we complete a Business Combination with a target business in the cannabis industry, we will be subject to, and possibly adversely affected by, the risks set forth below. However, our efforts in identifying prospective target businesses are not limited to the cannabis industry. Accordingly, if we acquire a target business in another industry, these risks will likely not affect us and we will be subject to other risks attendant with the specific industry of the target business which we acquire, none of which can be presently ascertained. There are risks related to the cannabis industry to which we may become subject. If we are successful in completing a Business Combination with a target business with operations in the cannabis industry, we will be subject to, and possibly adversely affected by, the following risks: ~~•~~ ● The cannabis industry is extremely speculative and its legality is uncertain, making it subject to inherent risk; ~~•~~ ● Use, cultivation, manufacturing, processing, transportation, distribution, storage and / or sale of cannabis (other than hemp) that is not

in compliance with the U. S. Controlled Substances Act is illegal under U. S. federal law, and therefore, strict enforcement of U. S. federal laws regarding such activities would likely result in our inability to execute a business plan in the cannabis industry; ● ~~37~~ • Policies that may be established or revised by the Biden Administration and the U. S. Department of Justice resulting in heightened enforcement of U. S. federal cannabis laws may negatively impact our ability to pursue our prospective business operations and / or generate revenues; ● U. S. federal courts may refuse to recognize the enforceability of contracts pertaining to any business operations that are deemed illegal under U. S. federal law and, as a result, cannabis- related contracts could prove unenforceable in such courts; ● Consumer complaints and negative publicity regarding cannabis- related products and services could lead to political pressure on states to implement new laws and regulations that are adverse to the cannabis industry; to not modify existing, restrictive laws and regulations; or to reverse currently favorable laws and regulations relating to cannabis; ● Assets leased to cannabis businesses may be forfeited to the U. S. federal government in connection with government enforcement actions under U. S. federal law; ● The potential regulation of cannabis by U. S. federal agencies, including the Food and Drug Administration and the Bureau of Alcohol, Tobacco, Firearms and Explosives, including the possible registration of facilities where cannabis is grown, could negatively affect the cannabis industry, which could directly affect our financial condition; ● Due to our proposed involvement in the regulated cannabis industry, we may have a difficult time obtaining the various insurance policies that are needed to operate our business, which may expose us to additional risks and financial liabilities; ● The cannabis industry may face significant opposition from other industries that perceive cannabis products and services as competitive with their own, including, but not limited, to the pharmaceutical industry, adult beverage industry, and the tobacco industry, all of which have powerful lobbying and financial resources; ● Many national and regional banks have been resistant to doing, or have refused to do, business with cannabis companies because of the uncertainties and prohibitions presented by federal law. As such, we may have difficulty accessing the service of banks and similar depositary institutions, which may inhibit our ability to open bank accounts or otherwise utilize traditional banking services; ● Many investors, lenders, and other financial institutions have been resistant to doing, or have refused to do, business with cannabis companies because of the uncertainties and prohibitions presented by federal law. As such, we may have a difficult time obtaining financing in connection with our initial Business Combination or thereafter; ● Laws and regulations affecting the regulated cannabis industry are varied, broad in scope, and subject to evolving interpretations, and may restrict the use of the assets or properties we acquire, or require certain additional regulatory approvals, any of which could materially adversely affect our operations; ● U. S. national securities exchanges may not list companies engaged in the cannabis industry, and U. S. securities clearing firms may not clear trades of the publicly traded securities of companies engaged in the cannabis industry, potentially limiting our ability to efficiently access capital markets; ● Section 280E of the Internal Revenue Code of 1986, as amended, which substantially disallows a tax deduction for any amount paid or incurred in carrying on any trade or business that consists of trafficking in controlled substances prohibited by federal or state law, may prevent us from deducting certain business expenditures, which would increase our net taxable income; and ● Risks similar to those discussed above based on regulations of other jurisdictions in which a prospective target may operate or be organized. Any of the foregoing could have an adverse impact on our operations following a Business Combination. Cannabis is currently illegal under U. S. federal law and in other jurisdictions **.** If we complete a Business Combination with a target in the cannabis industry, our ability to achieve our business objectives will be contingent, in part, upon the legality of the cannabis industry, our compliance with regulatory requirements enacted by various governmental authorities, and our obtaining all regulatory approvals, where necessary. Although hemp (a specific form of cannabis) and hemp- derived cannabinoids are no longer considered a controlled substance under U. S. federal law, as a result of the Agriculture Improvement Act of 2018, as amended (the " Farm Bill "), cannabis otherwise remains a Schedule I controlled substance in the United States and is currently illegal under U. S. federal law. Even in those U. S. states in which the adult use of cannabis has been legalized, its use, possession, cultivation, manufacturing, and distribution remains a violation of U. S. federal law. Since U. S. federal laws criminalizing the use of cannabis preempt state laws that legalize its use, continuation of U. S. federal law in its current state regarding cannabis could limit our ability to do business in the United States if we complete such a transaction. Similar issues of illegality apply in other countries. ~~38~~ We only intend to target companies that are compliant with all applicable state, commonwealth, and municipal laws and regulations within the jurisdictions in which they are located or operate and, in particular, we will not invest in, or consummate a Business Combination with, a target business that we determine has been operating, or whose business plan is to operate, in violation of the U. S. Controlled Substances Act. A cannabis industry business will be subject to a variety of laws, regulations, and guidelines relating to cannabis, as well as laws and regulations relating to health and safety, the conduct of operations and the protection of the environment. Changes to such laws, regulations, and guidelines, as well as the enforcement thereof, may cause adverse effects on our ability to identify and acquire a target company that meets these legal and regulatory requirements at the time of acquisition. The laws and regulations governing cannabis are still developing, including in ways that we may not foresee. Any amendment to or replacement of existing laws to make them more onerous, or delays in amending or replacing existing laws to liberalize the legal possession and use of cannabis, or delays in obtaining, or the failure to obtain, any necessary regulatory approvals, may significantly delay or impact negatively our ability to consummate an initial Business Combination, the markets in which we operate, products, and sales initiatives, and could have a material adverse effect on our business, liquidity, financial condition, and / or results of operations. The approach to the enforcement of cannabis laws may be subject to change or may not proceed as previously outlined. As a result of the conflicting views between state legislatures and the federal government regarding cannabis, investments in cannabis businesses in the United States are subject to inconsistent regulation and enforcement policies. A response to this inconsistency was addressed in August 2013 when then Deputy U. S. Attorney General James Cole authored a memorandum (the " Cole Memorandum ") addressed to all United States district attorneys acknowledging that, notwithstanding the designation of cannabis as a controlled substance at the federal level in the United States, several U. S. states have enacted laws relating to cannabis for medical purposes. The Cole Memorandum outlined certain

priorities for the Department of Justice relating to the prosecution of cannabis offenses, primarily that the Department of Justice should be focused on addressing only the most significant threats related to cannabis, and that states where medical cannabis had been legalized were not characterized as a high priority. In March 2017, Attorney General Jeff Sessions noted limited federal resources and acknowledged that much of the Cole Memorandum had merit; however, he disagreed that it had been implemented effectively and, on January 4, 2018, Attorney General Jeff Sessions authored a memorandum (the " Sessions Memorandum "), which rescinded the Cole Memorandum. As a result of the Sessions Memorandum, federal prosecutors are no longer specifically guided with respect to prosecutorial discretion to decide whether to prosecute cannabis activities, despite the existence of state- level laws that may be inconsistent with federal prohibitions. On January 21, 2021, Joseph Biden, Jr. was sworn in as President of the United States. President Biden' s Attorney General, Merrick Garland, was confirmed by the United States Senate on March 10, 2021. It is not yet known whether the Department of Justice under President Biden and Attorney General Garland will re- adopt the Cole Memorandum or announce a substantive marijuana enforcement policy. Unless and until the United States Congress amends the Controlled Substances Act with respect to cannabis (and as to the timing or scope of any such potential amendments there can be no assurance), there is a risk that federal authorities may enforce current U. S. federal law. Currently, in the absence of uniform federal guidance, as had been established by the Cole Memorandum, enforcement priorities are determined by respective United States Attorneys. Additionally, the Rohrbacher- Farr Amendment (the " Amendment ") has been adopted by Congress in successive budgets since 2015. The Amendment prohibits the Department of Justice from spending funds appropriated by Congress to enforce the tenets of the Controlled Substances Act against the medical cannabis industry in states that have legalized such activity. This Amendment has historically been passed as an amendment to omnibus appropriations bills, which by their nature expire at the end of a fiscal year or other defined term. The Rohrbacher- Farr Amendment (now known colloquially as the " Joyce- Leahy Amendment " after its most recent sponsors) was included in the Consolidated Appropriations Act, 2021, which was enacted into law on December 21, 2020, and funds the departments of the federal government through the fiscal year ending September 2021. There is no assurance that such limitations will remain in place or be renewed in the future. Violations of any U. S. federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the U. S. federal government or private citizens, or criminal charges, including, but not limited to, disgorgement of profits, cessation of business activities, or divestiture. Any proceedings to enforce such laws could have a material adverse effect on an issuer' s business, revenues, operating results and financial condition as well as the issuer' s reputation, even if such proceedings were concluded successfully in favor of the issuer. In the extreme case, such proceedings could ultimately involve the prosecution of key executives of the issuer or the seizure of corporate assets. Any investments or acquisitions in the United States may be subject to applicable anti- money laundering laws and regulations. If we were to acquire or invest in a U. S. cannabis industry business, we would be subject to a variety of laws and regulations domestically and in the United States that involve money laundering, financial recordkeeping and proceeds of crime, including the Currency and Foreign Transactions Reporting Act of 1970 (commonly known as the Bank Secrecy Act), as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and any related or similar rules, regulations or guidelines issued, administered or enforced by governmental authorities in the United States. ~~39~~ In February 2014, the Financial Crimes Enforcement Network of the U. S. Department of the Treasury issued a memorandum providing instructions to banks seeking to provide services to cannabis- related businesses (the " FinCEN Memo "). The FinCEN Memo states that, in some circumstances, it is permissible for banks to provide services to cannabis- related businesses without risking prosecution for violation of U. S. federal money laundering laws. It is unclear at this time whether the current administration will follow the guidelines of the FinCEN Memo. In the event that the Company' s investments, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments in the United States were found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under one or more of the statutes noted above or any other applicable legislation. Violations of any U. S. federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions, or settlements arising from civil proceedings conducted by either the U. S. federal government or private citizens, or criminal charges, including, but not limited to, disgorgement of profits, cessation of business activities, or divestiture. Any potential growth in the cannabis industry continues to be subject to new and changing state and local laws and regulations. Continued development of the U. S. cannabis industry is dependent upon continued legislative legalization of cannabis at the state, commonwealth, and local levels, and a number of factors could slow or halt progress in this area, even where there is public support for legislative action. Any delay or halt in the passing or implementation of legislation legalizing cannabis use, or its cultivation, manufacturing, processing, transportation, distribution, storage, and / or sale, or the re- criminalization or restriction of cannabis at the state, commonwealth, and / or local levels could negatively impact our business. Additionally, changes in applicable state, commonwealth, and local laws or regulations, including zoning restrictions, permitting requirements, and fees, could restrict the products and services we may offer, or impose additional compliance costs on us or our customers. Violations of applicable laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our operations. We cannot predict the nature of any future laws, regulations, interpretations or applications, and it is possible that regulations may be enacted in the future that will be materially adverse to our business. We may operate a highly- regulated business and any failure or significant delay in obtaining regulatory approvals could adversely affect our ability to conduct our business. Achievement of our business objectives will be contingent, in part, upon compliance with the regulatory requirements enacted by applicable government authorities and obtaining all regulatory approvals, where necessary, for the sale of our products. We cannot predict the time required to secure all appropriate regulatory approvals for our products, additional restrictions that may be placed on our business, or the extent of testing and documentation that may be required by government authorities result from cannabis- specific laws and regulations. Any delays in obtaining, or failure to obtain, regulatory approvals would significantly delay the

development of markets and products and could have a material adverse effect on our business, results of operation, and financial condition. To the extent we acquire cannabis businesses or assets in the United States in connection with our initial Business Combination, there may be a restriction on the deduction of certain expenses. Section 280E of the United States Tax Code generally prohibits businesses from deducting or claiming tax credits with respect to expenses paid or incurred in carrying on any trade or business if such trade or business (or the activities which comprise such trade or business) consists of trafficking in controlled substances (within the meaning of Schedule I and II of the U. S. Controlled Substance Act of 1970, as amended) which is prohibited by U. S. federal law or the law of any state in which such trade or business is conducted. Code Section 280E currently applies to businesses operating in the cannabis industry, irrespective of whether such businesses are licensed and operating in accordance with applicable state laws. The application of Code Section 280E generally causes such businesses to pay higher effective U. S. federal tax rates than similar businesses in other industries. The impact of Code Section 280E on the effective tax rate of a cannabis business generally depends on how large the ratio of non- deductible expenses is to the business' total revenues. The IRS has not yet provided guidance on whether an ancillary cannabis business is considered to be trafficking in controlled substances and therefore subject to Code Section 280E. The application of Code Section 280E to any business that we may acquire as part of our initial Business Combination, if any, may adversely affect our profitability and, in fact, may cause us to operate at a loss. To the extent we acquire cannabis businesses or assets, there may be a lack of access to U. S. bankruptcy protections. Because cannabis is illegal under U. S. federal law, many courts have denied businesses operating in or with the cannabis industry protections under the U. S. federal bankruptcy code. If a company we acquire as part of our initial Business Combination were to experience a bankruptcy or insolvency, although certain remedies may be available under state law, there is no guarantee that U. S. federal bankruptcy protections would be available, which could have a material adverse effect on the financial condition and prospects of such business and on the rights of its lenders and security holders. ~~40~~ U. S. regulations relating to hemp and hemp- derived CBD products are unclear and rapidly evolving. We may acquire a business involved in the production, distribution, or sale of hemp and / or hemp- derived CBD products. Participation in the market for hemp- derived CBD products in the United States and elsewhere may require us to employ novel approaches to existing regulatory pathways. Although the passage of the Farm Bill in December 2018 legalized the possession, cultivation, manufacture, and sale of hemp in the United States, allowing for the production of products containing hemp, CBD and other non- THC- derived cannabinoids, the FDA currently does not allow for the introduction into interstate commerce of foods, beverages, or dietary supplements containing hemp- derived CBD. If we acquire such a target business, it is unclear how the FDA would respond to the approach taken by such business, or whether the FDA will propose or implement new or additional regulations regarding such products. In addition, such products may be subject to regulation at the state, commonwealth, or local levels. Unforeseen regulatory obstacles may hinder our ability to successfully compete in the market for such products. We may become involved in regulatory or agency proceedings, investigations, and audits. Businesses in the cannabis industry, and the business of the suppliers from which we may acquire the products we may sell, require compliance with many laws and regulations. Failure to comply with these laws and regulations could subject us or such suppliers to regulatory or agency proceedings or investigations, and could also lead to damage awards, fines, and penalties. We or such suppliers may become involved in a number of government or agency proceedings, investigations, and audits. The outcome of any regulatory or agency proceedings, investigations, audits, and other contingencies could harm our reputation or the reputations of the products and brands that we may sell, require us to take, or refrain from taking, actions that could harm our operations, or require us to pay substantial amounts of money, harming our financial condition. There can be no assurance that any pending or future regulatory or agency proceedings, investigations, and audits will not result in substantial costs or a diversion of management' s attention and resources, or have a material adverse impact on our business, financial condition, and results of operations. The cannabis industry is highly competitive and evolving. The market for businesses in the cannabis industry is highly competitive and evolving. There may be no material aspect of our business that is protected by patents, copyrights, trademarks, trade names, or trade secrets laws, and we may face strong competition from larger companies, including in our search for an initial Business Combination and those that may offer similar products and services to ours following our initial Business Combination. Our potential competitors may have longer operating histories, significantly greater financial, marketing or other resources, and larger client bases than we will, and there can be no assurance that we will be able to successfully compete against these or other competitors. Additionally, because the cannabis industry is at an early stage, a potential target cannabis company may face additional competition from new entrants. To remain competitive, a target business may require a continued high level of investment in research and development, marketing, sales, and client support. However, a potential target business may not have sufficient resources to maintain research and development, marketing, sales, and client support efforts on a competitive basis, which could materially and adversely affect the business, financial condition, and results of operations of the company. Additionally, as new technologies related to the cultivation, processing, manufacturing, and research and development of cannabis are being explored, there is potential for third party competitors to be in possession of superior technology that would reduce any relative competitiveness a potential business target may have. As the legal landscape for cannabis continues to evolve, it is possible that the cannabis industry will undergo consolidation, creating larger companies with greater financial resources, manufacturing, marketing capabilities, and product offerings. Given the rapid changes affecting the global, national, and regional economies, generally, and the cannabis industry, in particular, we may not be able to create and maintain a competitive advantage in the marketplace. Our success will depend on our ability to keep pace with any changes in our markets, particularly, legal and regulatory changes. For example, it is likely that we, and our competitors, will seek to introduce new products in the future. Our success will also depend on our ability to respond to, among other things, changes in the economy, market conditions, and competitive pressures. Any failure by us to anticipate or respond adequately to such changes could have a material adverse effect on our financial condition and results of operations. We and our customers may have difficulty accessing the service of banks, which may make it difficult to sell products and services. Financial transactions involving

proceeds generated by cannabis- related conduct can form the basis for prosecution under federal money laundering statutes, unlicensed money transmitter statutes, and the U. S. Bank Secrecy Act. The FinCEN Memo clarifies how financial institutions may provide services to cannabis- related businesses consistent with their obligations under the Bank Secrecy Act. Despite the rescission of memoranda that had de- prioritized the enforcement of federal law against individuals and entities that use, possession, manufacture, or distribute cannabis, who are otherwise compliant with laws of states that permit such activities, FinCEN has not rescinded the FinCEN Memo. While this memo appears to be a standalone document and is presumptively still in effect, FinCEN could elect to rescind the FinCEN Memo at any time. Federally chartered banks and many other depositary institutions remain hesitant to, or refuse to, offer banking services to cannabis- related businesses. Consequently, those businesses involved in the cannabis industry continue to encounter difficulty establishing banking relationships. Although U. S. federal legislation is pending to permit access by cannabis industry operators to depositary institutions, through the Secure and Fair Enforcement Banking Act of 2021, there can be no assurance that any such legislation will be enacted into law. Our inability to maintain bank accounts would make it difficult for us to operate our business, increase our operating costs, and pose additional operational, logistical, and security challenges, and could result in our inability to implement our business plan. ~~41~~ The development and operation of businesses in the cannabis industry may require additional financing, which may not be available on favorable terms, if at all. Due to the growth in the cannabis industry, the continued development and operation of businesses in the cannabis industry may require additional financing. Due to the fact that cannabis remains illegal under U. S. federal law, many investors, lenders, and financial institutions are hesitant to, or refuse to, do business with cannabis- related businesses. The failure to raise such capital could result in the delay or indefinite postponement of current business objectives or the cessation of business. There can be no assurance that additional capital or other types of financing will be available if needed or that, if available, the terms of such financing will be favorable. Third parties with which we do business may perceive themselves as being exposed to reputational risk by virtue of their relationship with us and may ultimately elect not to do business with us. If we acquire a target business in the cannabis industry, the parties with which we do business may perceive that they are exposed to reputational risk as a result of our cannabis business activities. Failure to establish or maintain business relationships could have a material adverse effect on us. Certain events or developments in the cannabis industry more generally may impact our reputation. Damage to our reputation can result from the actual or perceived occurrence of any number of events, including any negative publicity, whether true or not. If we acquire a target business in the cannabis industry, because cannabis has been historically and commonly associated with various other narcotics, violence and criminal activities, there is a risk that our business might attract negative publicity. There is also a risk that the actions of other companies and service providers and customers in the cannabis industry may negatively affect the reputation of the industry as a whole and thereby negatively impact our reputation. The increased usage of social media and other web- based tools used to generate, publish, and discuss user- generated content and to connect with other users has made it increasingly easier for individuals and groups to communicate and share negative opinions and views in regards to our activities and the cannabis industry in general, whether true or not. We do not ultimately have direct control over how we or the cannabis industry are perceived by others. Reputational issues may result in decreased investor confidence, increased challenges in developing and maintaining community relations and present an impediment to our overall ability to advance our business strategy and realize on our growth prospects. General Risk Factors We have no revenues, and security holders have no basis on which to evaluate our ability to achieve our business objective. We have no revenues and there is no basis upon which to evaluate our ability to achieve our business objective of completing our initial Business Combination with one or more target businesses. ~~We~~ **Except with respect to the Vaso Business Combination, we** have no plans, arrangements or understandings with any prospective target business concerning an initial Business Combination and may be unable to complete our initial Business Combination. If we fail to complete our initial Business Combination, we will never generate any operating revenues. Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our investments, business, including our ability to negotiate and complete our initial Business Combination, 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, including our ability to negotiate and complete our initial Business Combination, and results of operations. **For example** ~~42 On March 30~~ **, on January 24,** ~~2022~~ **2024** , the SEC issued ~~proposed~~ **final** rules **and guidance** relating to ~~, among other items, enhancing disclosures in Business Combination transactions involving~~ special purpose acquisition companies ~~and private operating companies; amending~~ **, like us, regarding, among other things, disclosure in SEC filings in connection with initial business combination transactions ;** the financial statement requirements applicable to transactions involving shell companies **;** ~~; effectively limiting~~ the use of projections in SEC filings in connection with **a** proposed ~~Business~~ **business** ~~Combination~~ **combination** ~~transactions~~ **transaction** ~~; increasing~~ **; and** the potential liability of certain participants in proposed ~~Business~~ **business** ~~Combination~~ **combination** transactions ~~;~~ **. This continually evolving regulatory environment may result in continuing uncertainty regarding compliance matters** and ~~the extent~~ **additional costs necessitated by ongoing revisions** to ~~which special purpose acquisition companies~~ **the Company' s disclosure and governance practices. A failure to comply with applicable laws or regulations and any subsequent changes, as interpreted and applied,** could ~~become subject to regulation under~~ **have a material adverse effect on** the ~~Investment~~ Company **' s business** ~~Act. There can be no assurance as to if or when the new proposed rules and amendments will be adopted by the SEC or~~ , **including its** ~~if adopted, as to any changes that may be made to such proposed rules and amendments prior to their adoption or as to when the new rules and amendments would become effective. These rules, if adopted, whether in the form proposed or in revised form, may materially adversely affect our~~ ability to

negotiate and complete ~~our~~ **an** initial Business Combination **,** and **our results of operations** ~~may increase the costs and time related thereto~~. A new 1 % U. S. federal excise tax may be imposed in connection with redemptions of our shares. On August 16, 2022, the Inflation Reduction Act of 2022 (the " IRA ") was signed into federal law. The IRA provides for, among other things, a new U. S. federal 1 % excise tax on certain repurchases (including redemptions) of stock by publicly traded domestic (i. e., U. S.) corporations and certain domestic subsidiaries of publicly traded foreign corporations. The excise tax is imposed on the repurchasing corporation itself, not its stockholders from which shares are repurchased. The amount of the excise tax is generally 1 % of the fair market value of the shares repurchased at the time of the repurchase. However, for purposes of calculating the excise tax, repurchasing corporations are permitted to net the fair market value of certain new stock issuances against the fair market value of stock repurchases during the same taxable year. In addition, certain exceptions apply to the excise tax. The U. S. Department of the Treasury (the " Treasury ") has been given authority to provide regulations and other guidance to carry out ~~,~~ and prevent the abuse or avoidance of the excise tax. The IRS and the Treasury have issued a notice of an intention to issue proposed regulations (the " Notice "); the Notice also provides interim guidance on which taxpayers can rely until issuance of the proposed regulations. The IRA excise tax applies only to repurchases that occur after December 31, 2022. In the absence of definitive guidance, it is uncertain whether, and / or to what extent, the excise tax could apply to any redemptions of our ~~public~~ **Public** ~~shares~~ **Shares** after December 31, 2022, including any redemptions in connection with **an** initial Business Combination or extension requests, or exchanges of stock pursuant to an acquisitive reorganization (i. e., pursuant to ~~the~~ **an** initial Business Combination or otherwise). Nevertheless, under the Notice, it appears that distributions pursuant to a complete liquidation of the Company (e. g., in the event we do not consummate an initial Business Combination) generally are not subject to this 1 % excise tax, and other redemptions or repurchases of stock made during the same taxable year as the taxable year the Company completely liquidates and dissolves also would be exempt. However, in the absence of definitive guidance, it is possible that any redemption or other repurchase that occurs after December 31, 2022, in connection with ~~a~~ **an initial** Business Combination, extension request or otherwise may be subject to the excise tax. Whether and to what extent we would be subject to the excise tax in connection with ~~a~~ **an initial** Business Combination or otherwise would depend on a number of factors, including (i) the fair market value of the stock subject to redemptions and repurchases or exchanged in an acquisitive reorganization in connection with the **initial** Business Combination, (ii) the structure of the **initial** Business Combination, (iii) the nature and amount of any private investment in public equity or other equity issuances in connection with the **initial** Business Combination (or otherwise issued not in connection with the **initial** Business Combination but issued within the same taxable year of the **initial** Business Combination) and (iv) the content of regulations and other guidance from the Treasury. In addition, because the excise tax would be payable by us, and not by the redeeming holder, the mechanics of any required payment of the excise tax have not been determined. The foregoing could cause a reduction in the cash available on hand to complete ~~a~~ **an initial** Business Combination and in our ability to complete ~~a~~ **an initial** Business Combination and might affect the structure chosen for ~~a~~ **an initial** Business Combination and any potential financing in connection with the **initial** Business Combination. In connection with the adoption of the Third Amended and Restated Certificate of Incorporation, we redeemed 8, 980, 535 shares of our Common Stock on December 22, 2022. Because such redemption occurred prior to December 31, 2022 (and the stated effectiveness of the IRA), we do not believe any such redemptions are subject to the provisions of the IRA or any associated excise tax liability; however, we cannot assure you that this will be the case or that if we are subject to excise tax liability, whether in connection with such redemptions described above or otherwise, that we will have funds sufficient to pay such excise tax liability **. Additionally, at the Special Meeting of shareholders held on July 12, 2023, holders of 381, 144 shares of Common Stock of the Company exercised their right to redeem their shares for cash at an approximate price of $ 10. 50 per share, for an aggregate payment of approximately $ 4, 002, 722. The Company has recorded excise tax liability of $ 40, 027 in connection with such redemption. Additionally, at the Special Meeting of shareholders held on December 18, 2023, holders of 87, 380 shares of Common Stock of the Company exercised their right to redeem their shares for cash at an approximate price of $ 10. 90 per share, for an aggregate payment of approximately $ 952, 940. The Company has recorded excise tax liability of $ 9, 529. 40 in connection with such redemption. As a result, and in connection with a potential excise tax on share repurchases imposed by the IR Act, we have recorded a liability entitled " Common stock redemption payable " on our condensed balance sheets as of December 31, 2022 (and a zero balance for such liability as of December 31, 2023 as a result of the completion of the redemption repayments in January 2023), and a current liability entitled " Excise tax liability accrued for common stock with redemptions " of $ 391, 544 (including $ 341, 988 pertaining to December 2022 Redemptions) on our condensed statements of cash flows for the year ended December 31, 2023. The referenced current liability does not impact the condensed statements of operations during the referenced period and is offset against additional paid- in capital or accumulated deficit if additional paid- in capital is not available. Additionally, this excise tax liability may be offset by future share issuances within the same fiscal year as the liability was recorded, which will be evaluated and adjusted in the period in which the issuances, if any, occur** . We are an " emerging growth company " and " smaller reporting company " within the meaning of the Securities Act and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies will make our securities less attractive to investors. 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 stockholder approval of any golden parachute payments not previously approved. As a result, our stockholders 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 shares held by non-affiliates exceeds $ 700 million as of any June 30 before that time, in which case we would no longer be an emerging growth company as of the following December 31. 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. ~~43~~ **Further, Section 102 (b) (1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non- emerging growth companies but any such an election to opt out is irrevocable. We have elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used. Additionally, we are a " smaller reporting company " as defined in Rule 10 (f) (1) of Regulation S- K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our shares held by non- affiliates exceeds $ 250 million as of the prior June 30, or (2) our annual revenues exceeded $ 100 million during such completed fiscal year and the market value of our shares held by non-affiliates exceeds $ 700 million as of the prior June 30. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible. We have identified a material weakness in our internal control over financial reporting. This material weakness could adversely affect our ability to report our results of operations and financial condition accurately or in a timely manner. Our management is responsible for establishing and maintaining adequate internal control over financial reporting designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Our management is likewise required, on a quarterly basis, to evaluate the effectiveness of our internal controls and to disclose any changes and material weaknesses identified through such evaluation in those internal controls. A material weakness is a deficiency, or a combination of deficiencies, in internal controls over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. As described elsewhere in Item 9A, " Controls and Procedures " of this Annual Report on Form 10- K, we have identified a material weakness in our internal control over financial reporting, specifically related to accounting and valuation for complex financial instruments. In light of this material weakness, we performed additional analysis as deemed necessary to ensure that our financial statements were prepared in accordance with GAAP and management believes that the financial statements included in this Annual Report on Form 10- K present fairly in all material respects our financial position, results of operations and cash flows for the periods presented. Failure to maintain internal controls may adversely impact our ability to report our financial position and results from operations on a timely and accurate basis. If our financial statements are not accurate, investors may not have a complete understanding of our operations. Likewise, if our financial statements are not filed on a timely basis, we could be subject to sanctions or investigations by the stock exchange on which our Common Stock is listed, the SEC or other regulatory authorities. In either case, there could result a material adverse effect on our business. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our Common Stock. We can give no assurance that the measures we have taken and plan to take in the future will fully remediate the material weakness identified or that any additional material weaknesses which may require restatements of financial results will not be identified or arise in the future due to a failure to implement and maintain adequate internal control over financial reporting or circumvention of these controls. In addition, even if we are successful in strengthening our controls and procedures, in the future those controls and procedures may not be adequate to prevent or identify irregularities or errors or to facilitate the fair presentation of our financial statements. Our management concluded that there is substantial doubt about our ability to continue as a " going concern. " At December 31, 2023, we had $ 48, 395 in cash and working capital deficit of $ 4, 125, 881. Further, we have incurred and expect to continue to incur significant costs in pursuit of our financing and acquisition plans. Management' s plans to address this need for capital are discussed in the section of this Annual Report on Form 10- K titled " Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations. " We cannot assure you that our plans to raise capital or to consummate an initial Business Combination will 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 on Form 10- K do not include any adjustments that might result from our inability to continue as a going concern.**