Risk Factors Comparison 2024-03-29 to 2023-03-01 Form: 10-K

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You should carefully consider all of the risks described below, together with the other information contained in this annual report, including the financial statements. If any of the following risks occur, our business, financial condition or results of operations may be materially and adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment. The risk factors described below are not necessarily exhaustive and you are encouraged to perform your own investigation with respect to us and our business. Summary of Risk Factors We are a blank check company that has conducted no operations and has generated no revenues. Until we complete our initial business combination, we will have no operations and will generate no operating revenues. These risks are discussed more fully **- 14-** following this summary. Material risks that may affect our business, operating results and financial condition include, but are not necessarily limited to, the following: ● **There is no assurance when** ~~If we seek stockholder approval of our~~ **or if our proposed** initial business combination **will be completed** ~~, our initial stockholders and management team have agreed to vote in favor of such initial business combination, regardless of how our public stockholders vote~~. ~~- 15-~~ ● **Our** ~~As a result of the Extension Redemptions, the~~ Sponsor currently owns a majority of, and possesses controlling voting power with respect to, our outstanding common stock, which will limit public stockholders' influence on corporate matters ~~, and the Sponsor has agreed to vote in favor of our business combination, regardless of how public stockholders vote~~. ● 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 a business combination with a target. ● 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 business combination or optimize our capital structure. ● **Nasdaq may delist our securities from trading on its exchange, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions.** ● The requirement that we complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** may give potential targets leverage over us in negotiating a business combination and may limit the time we have in which to conduct due diligence on potential business combination targets, in particular 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. ● ~~Because of our limited resources and the significant competition for business combination opportunities, it may be more difficult for us to complete our initial business combination.~~ If we do not complete our initial business combination, our public stockholders may receive only their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless. ● If the net proceeds of our initial public offering and the sale of the private placement warrants not being held in the trust account are insufficient to allow us to operate until ~~June~~ **May** 3, ~~2023~~ **2024**, it could limit the amount available to fund our search for a target or targets and complete our initial business combination, and we will depend on loans from our Sponsor or management team to fund our search and to complete our ~~initial business combination. ● We no longer invest the proceeds held in the trust account in interest- bearing securities, which will limit the interest income available for payment of taxes and dissolution expenses or for distribution to public shareholders. ● 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. ● Subsequent to our 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 the price of our securities. ● We have a material weakness in our internal control over financial reporting as of December 31, ~~2022~~ **2023**. If we are unable to develop and maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results in a timely manner, which may adversely affect investor confidence in us and materially and adversely affect our business and operating results. ● We **face risks related to** ~~may seek business combination opportunities in industries outside of the TMT industry (which industries may or~~ **our potential future acquisitions** ~~may not be outside of our management's area of expertise)~~. ● We may seek acquisition opportunities with an early stage company, a financially unstable business or an entity lacking an established record of revenue or earnings, which could subject us to volatile revenues or earnings or difficulty in retaining key personnel. ● ~~We may have a limited ability to assess the management of a prospective target and, as a result, may effect our initial business combination with a target whose management may not have the skills, qualifications or abilities to manage a public company. ● We may attempt to complete our initial business combination with a private company about which little information is available, which may result in a business combination with a company that is not as profitable as we suspected, if at all. - 16- ●~~ A market for our securities ~~and a market for our securities~~ may not develop **or be sustained**, which would adversely affect the liquidity and price of our securities. ● The SEC has recently issued ~~proposed~~ **final** rules relating to certain activities of SPACs. Certain of the procedures that we, a potential business combination target, or others may determine to undertake in connection with such proposals may increase our costs and the time needed to complete a business combination and may make it more difficult to complete a business combination. **- 15-** ~~● Nasdaq may delist our securities from trading on its exchange, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions.~~ ● Our ability to successfully effect our initial business combination and to be successful thereafter will be 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 executive officers and directors 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. ● Since our Sponsor, executive officers and directors will lose their entire investment in us if our initial business combination is not completed (other than with respect to public shares they may acquire after our initial public offering), a conflict of interest may arise in determining whether a particular business combination target is appropriate for our initial business combination. ● The requirements of being a public company may strain our resources and divert management' s attention. ● We are a blank check company with no operating history and no revenues, and there is no basis on which to evaluate our ability to achieve our business objective. ● Our independent registered public accounting firm' s report contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a " going concern. " ● Our search for a business combination, and any target with which we ultimately consummate a business combination, may be materially adversely affected by the coronavirus (COVID- 19) pandemic and the status of debt and equity markets. ● Past performance by our management team or their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, may not be indicative of future performance of an investment in us. ● Provisions in our amended and restated articles of incorporation and Nevada law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our shares of Class A common stock and could entrench management. ● ~~Cyber incidents or attacks directed at us could result in information theft, data corruption, operational disruption and / or financial loss. ● We may face risks related to businesses in the TMT industry. ●~~ The other risks and uncertainties discussed below and elsewhere in this report. ~~- 17 -~~ Risks Relating to our Search for, Consummation of, or Inability to Consummate, a Business Combination and Post- Business Combination ~~RisksOur~~ **RisksThere is no assurance when or if the Business Combination will be completed. On March 10, 2024, we entered into a definitive purchase and sale agreement (the " Purchase Agreement ") with EchoStar Real Estate Holding L. L. C. (" Seller "), a subsidiary of EchoStar, which provides for our purchase from the Seller of the commercial real estate property (the " Property ") in Littleton, Colorado, comprising the corporate headquarters of DISH Wireless, for a purchase price of $ 26. 75 million (the " Purchase Price " and such transaction, the " Transaction "). The Transaction has been structured to qualify as an asset acquisition that will meet the requirements of a " Business Combination ", as that term is defined in our Amended and Restated Articles of Incorporation (as amended from time to time, the " Articles "). Completion of the Transaction is subject to the satisfaction or waiver of a number of conditions as set forth in the Purchase Agreement, including, among others (i) the final form of the Seller Lease Agreement having been agreed and delivered to the title policy provider; (ii) the Company having provided all holders of Class A Shares purchased in the Company' s initial public offering the opportunity to have such shares redeemed and the Company having irrevocably accepted for payment all such shares validly delivered to the Company for redemption and not validly withdrawn; and (iii) the Company having obtained a fairness opinion from an independent investment banking firm or from an independent accounting or valuation firm concluding that the purchase of the Property for the Purchase Price is fair to the Company from a financial point of view. There can be no assurance that the conditions to completion of the Business Combination will be satisfied or waived. We may not be able to complete the Transaction by our completion date, May 3, 2024, as it may be further extended in accordance with the Articles, in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate.- 16- Our** stockholders ~~may~~ **are expected** not **to** be afforded an opportunity to vote on our proposed initial business combination, and even if we hold a vote, holders of our founder shares will participate in such vote, 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~~ **have** ~~choose~~ **chosen** not to hold a stockholder vote to approve ~~our initial business combination~~ **the Transaction. Even** if **we were unable to consummate** the **Transaction and instead sought another** business combination **opportunity,** ~~would not require stockholder approval under applicable law or stock exchange listing requirement. Except~~ **except** ~~for~~ as required by applicable law or stock exchange requirement, the decision as to whether we will seek stockholder approval of **such** a ~~proposed~~ business combination or will allow stockholders to sell their shares to us in a tender offer will be made by us, **is** 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. Even if we **were to** seek stockholder approval, the holders of our founder shares ~~will~~ **would** participate in the vote on such approval. Accordingly, we may complete our initial business combination even if a majority of our public stockholders do not approve of the business combination we complete. Your opportunity to affect the investment decision regarding a potential business combination may be limited to the exercise of your right to redeem your shares from us for cash. Since our board of directors may complete a business combination without seeking stockholder approval, public stockholders may not have the right or opportunity to vote on the business combination, unless we seek such stockholder vote. Even if we seek such stockholder approval, our Sponsor will be able to approve an initial business combination without the support of public shareholders. Accordingly, your opportunity to affect the investment decision regarding our initial business combination will be limited to exercising your redemption rights. If we seek stockholder approval of our initial business combination, our initial stockholders and management team have agreed to vote in favor of such initial business combination, regardless of how our public stockholders vote. Our Sponsor owns approximately ~~69~~ **89** . ~~2~~ **9** % of our outstanding common stock. Our initial stockholders and management team may from time to time purchase Class A common stock prior to our initial business combination. Our amended and restated articles of incorporation provide that, if we seek stockholder approval of an initial business combination, such initial business combination will be approved if we receive the affirmative vote of a majority of the shares voted at such meeting, including the founder shares and Independent Director Shares. As a result, ~~the~~ **our** Sponsor would have the ability approve any initial business combination without the participation of public shareholders. Accordingly, if we seek stockholder approval of our initial business combination, the agreement by our initial stockholders, independent directors and management team to vote in favor of our initial business combination will allow us to obtain the requisite stockholder approval for such initial business combination. **Our** ~~As a result of the Extension Redemptions, the~~ Sponsor currently owns a

majority of, and possesses controlling voting power with respect to, our outstanding common stock, which will limit public stockholders' influence on corporate matters. Additionally, Sponsor has agreed to vote in favor of the business combination, regardless of how public stockholders vote. **Our** ~~As a result of the Extension Redemptions, our~~ Sponsor owns and is entitled to vote an aggregate of approximately ~~69~~ **89** . ~~2~~ **9** % of our outstanding common stock, which represents a majority of outstanding common stock. As such, our Sponsor has the ability to outright control our affairs through the election and removal of the entire board of directors and all other matters requiring stockholder approval, including a future business combination, merger or consolidation of the company, or a sale of all or substantially all of our assets. This concentrated control limits our public float and could discourage others from initiating any such potential merger, consolidation or sale or other change- of- control transaction that may otherwise be beneficial to our stockholders. Furthermore, this concentrated control will limit the practical effect of your participation in corporate matters, through stockholder votes and otherwise. In addition, our Sponsor has agreed to vote its shares in favor of an initial business combination. These shares are sufficient to approve an initial business combination and all other proposals being presented at the relevant meeting. Accordingly, if and when we present an initial business to our stockholders for a vote, we expect to be able to obtain the necessary stockholder approval for such business combination and other proposals, even if our public stockholders vote against the business combination and such proposals.- ~~18~~ **17** - ~~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 a business combination with a target. We may seek to enter into a business combination transaction agreement with minimum cash requirement for (i) cash consideration to be paid to the target or its owners, (ii) cash for working capital or other general corporate purposes or (iii) the retention of cash to satisfy other conditions. If too many public stockholders exercise their redemption rights, we may not be able to meet such closing condition and, as a result, would not be able to proceed with the business combination. In connection with the Extension, stockholders holding 66, 651, 616 shares of Class A common stock (after giving effect to withdrawals of redemptions) exercised their right to redeem such shares for a pro rata portion of the funds in the trust account. As a result, approximately $ 669. 9 million (approximately $ 10. 05 per share) was removed from the trust account to pay such redeeming holders. Furthermore, in no event will we redeem our public shares in an amount that would cause our net tangible assets to be less than $ 5, 000, 001. Consequently, if accepting all properly submitted redemption requests would cause our net tangible assets to be less than $ 5, 000, 001 or make us unable to satisfy a minimum cash condition 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 a business combination transaction with us.~~ 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 business combination or optimize our capital structure. **We do** ~~In connection with the Extension, stockholders holding 66, 651, 616 shares of Class A common stock (after giving effect to withdrawals of redemptions) exercised their right to redeem such shares for a pro rata portion of the funds in the trust account. As a result, approximately $ 669. 9 million (approximately $ 10. 05 per share) was removed from the trust account to pay such redeeming holders. 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 **in connection with our initial business combination** , and 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 is 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. Furthermore, this dilution would increase to the extent that the anti- dilution provision of the Class B common stock results in the issuance of shares of Class A common stock on a greater than one- to- one basis upon conversion of the shares of Class B common stock at the time of our initial business combination. In addition, the amount of the deferred underwriting commissions payable to the underwriter 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 amount held in trust will continue to reflect our obligation to pay the entire deferred underwriting commissions. The above considerations may limit our ability to complete the most desirable business combination available to us or optimize our capital structure. 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 you would have to wait for liquidation in order to redeem your shares. 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, you would not receive your pro rata portion of the trust account until we liquidate the trust account. If you are in need of immediate liquidity, you could attempt to sell your shares in the open market; however, at such time our shares may trade at a discount to the pro rata amount per share in the trust account. In either situation, you may suffer a material loss on your investment or lose the benefit of funds expected in connection with your exercise of redemption rights until we liquidate or you are able to sell your shares in the open market. ~~- 19 -~~ The requirement that we complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** may give potential targets leverage over us in negotiating a business combination and may limit the time we have in which to conduct due diligence on potential business combination targets, in particular 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~~ **If we were unable to consummate the Transaction and instead sought**

another business combination opportunity, any potential target with which we enter into negotiations concerning a business combination will be aware that we must complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024**. Consequently, such target may obtain leverage over us in negotiating a business combination, knowing that if we do not complete our initial business combination with that particular target, we may be unable to complete our initial business combination with any target. 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. We may not be able to complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024**, in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate. We may not be able to ~~find a suitable target and~~ complete our initial business combination **, including the Transaction,** by ~~June~~ **May** 3, ~~2023~~ **2024**. Our ability to complete our initial business combination may be negatively impacted by general market conditions, volatility in the capital and debt markets and the other risks described herein. Other than in connection with a redemption offer or liquidation, our stockholders may be unable to recover their investment except through sales of our shares on the open market. The price of our shares may be volatile, and there can be no assurance that stockholders will be able to dispose of our shares at favorable prices, or at all. If we have not completed our initial business combination by such date, we will: (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem 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 (less amounts **- 18-** released to us to pay our taxes and 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), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining stockholders and our board of directors, liquidate and dissolve, subject in each case, to our obligations under Nevada law to provide for claims of creditors and the requirements of other applicable law. If ~~we seek stockholder approval of our initial business combination, our Sponsor, initial stockholders, directors, executive officers, advisors and their affiliates may elect to purchase shares or public warrants from public stockholders, which may influence a vote on a proposed business combination and reduce the public " float " of our Class A common stock. 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, initial stockholders, directors, executive officers, advisors or their affiliates may purchase shares or public warrants 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. There is no limit on the number of shares our initial stockholders, directors, officers, advisors or their affiliates may purchase in such transactions, subject to compliance with applicable law and Nasdaq rules. However, other than as expressly stated herein, 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 purchases may include a contractual acknowledgment 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, initial stockholders, directors, executive 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 any such purchases of shares could be to vote such shares in favor of the 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. We expect 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. - 20- In addition, if such purchases are made, the public " float " of our Class A common stock or public warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to 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 proxy rules or tender offer rules, as applicable, when conducting redemptions in connection with our initial business combination **, including the Transaction**. Despite our compliance with these rules, if a stockholder fails to receive our proxy materials or tender offer documents, 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 submit public shares for redemption. For example, we intend to require our public stockholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in " street name, " to, at the holder' s option, either deliver their stock certificates to our transfer agent, or to deliver their shares to our transfer agent electronically prior to the date set forth in the proxy materials or tender offer documents, as applicable. In the case of proxy materials, this date may be up to two business days prior to the vote on the proposal to approve the initial business combination. In addition, if we conduct redemptions in connection with a stockholder vote, we intend to require a public stockholder seeking redemption of its public shares to also submit a written request for redemption to our transfer agent two business days prior to the vote in which the name of the beneficial owner of such shares is included. In the event that a stockholder fails to comply with these or any other procedures disclosed in the proxy or tender offer materials, as applicable, its shares may not be redeemed. You will not have any rights or interests in funds from the trust account, except under certain limited circumstances. Therefore, to liquidate your investment, you may be forced to sell

your public shares or warrants, potentially at a loss. Our public stockholders will be entitled to receive funds from the trust account only upon the earlier to occur of: (i) our completion of an initial business combination, and then only in connection with those shares of Class A common stock that such stockholder properly elected to redeem, subject to the limitations described herein, (ii) the redemption of any public shares properly tendered in connection with a stockholder vote to amend our amended and restated articles of incorporation to modify the substance or timing of the ability of public stockholders to seek redemption in connection with an initial business combination or our obligation to redeem 100 % of our public shares if we do not complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** or with respect to any other material provisions relating to stockholders' rights or pre- initial business combination activity, and (iii) the redemption of our public shares if we do not complete an initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** , subject to applicable law and as further described herein. In addition, if our plan to redeem our public shares if we do not complete an initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** is not completed for any reason, compliance with Nevada law may require that we submit a plan of dissolution to our then- existing stockholders for approval prior to the distribution of the proceeds held in the trust account. In that case, public stockholders may be forced to wait beyond ~~June~~ **May** 3, ~~2023~~ **2024** before they receive funds from the trust account. 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 your investment, you may be forced to sell your public shares or warrants, potentially at a loss. If we seek stockholder approval of our initial business combination and we do not conduct redemptions pursuant to the tender offer rules, and if you or a " group " of stockholders are deemed to hold in excess of 15 % of our Class A common stock, you will lose the ability to redeem all such shares in excess of 15 % of our Class A common stock. If we ~~seek~~ **were unable to consummate the Transaction and instead sought** stockholder approval of ~~our~~ **an** initial business combination **with another target** and we ~~do~~ **did** not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, our amended and restated articles of incorporation provide 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~~ **would** be restricted from seeking redemption rights with respect to more than an aggregate of 15 % of the shares sold in our initial public offering without our prior consent, which we refer to as the " Excess Shares. " However, we will not restrict our stockholders' ability to vote all of their shares (including Excess Shares) for or against our initial business combination. Your inability **- 19-** to redeem the Excess Shares will reduce your influence over our ability to complete our initial business combination and you could suffer a material loss on your investment in us if you sell Excess Shares in open market transactions. Additionally, you will not receive redemption distributions with respect to the Excess Shares if we complete our initial ~~- 21-~~ business combination. And as a result, you ~~will~~ **would** continue to hold that number of shares exceeding 15 % and, in order to dispose of such shares, would be required to sell your shares in open market transactions, potentially at a loss. Because of our limited resources and the significant competition for business combination opportunities, it may be more difficult for us to complete our initial business combination. If we do not complete our initial business combination, our public stockholders may receive only their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless. We have encountered and expect to continue 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, domestic and international, 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 or greater technical, human and other resources to ours or more local industry knowledge than we do and our financial resources are relatively limited when contrasted with those of many of these competitors. While we believe there are numerous targets we could potentially acquire with the net proceeds of our initial public offering and the sale of the private placement warrants, our ability to compete with respect to the acquisition of certain targets that are sizable are limited by our available financial resources. This inherent competitive limitation gives others an advantage in pursuing the acquisition of certain targets. Furthermore, we are obligated to offer holders of our public shares the right to redeem their shares for cash at the time of our initial business combination in conjunction with a stockholder vote or via a tender offer. Target companies will be aware that this may reduce the resources available to us for our initial business combination. Any of these obligations may place us at a competitive disadvantage in successfully negotiating a business combination. If we do not complete our initial business combination, our public stockholders may receive only their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless. If the net proceeds of our initial public offering and the sale of the private placement warrants not being held in the trust account are insufficient to allow us to operate until ~~June~~ **May** 3, ~~2023~~ **2024** , it could limit the amount available to fund our search for a target or targets and complete our initial business combination, and we will depend on loans from our Sponsor, management team or third parties to fund our search and to complete our initial business combination. Of the net proceeds of our initial public offering, only $ **8, 162** ~~1. 4 million~~ (as of December 31, ~~2022~~ **2023**) is available to us outside the trust account to fund our working capital requirements and pay our taxes. We cannot assure you that funds available to us outside the trust account are sufficient to allow us to operate until ~~June~~ **May** 3, ~~2023~~ **2024** . Of the funds available to us, we could use a portion of the funds available to us to pay fees to consultants to assist us with our search for a target. We could also use a portion of the funds as a down payment or to fund a " no- shop " provision (a provision in letters of intent or merger agreements designed to keep targets from " shopping " around for transactions with other companies or investors on terms more favorable to such targets) with respect to a particular proposed business combination, although we do not have any current intention to do so. If we entered into a letter of intent or merger agreement where we paid for the right to receive exclusivity from a target and were subsequently required to forfeit such funds (whether as a result of our breach or otherwise), we might not have sufficient funds to continue searching for, or conduct due

diligence with respect to, a target. 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. Neither 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 warrants of the post- business combination entity at a price of $ 1. 50 per warrant at the option of the lender. The warrants would be identical to the private placement warrants. 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 the trust account. If we do not 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 an estimated $ 10. 00 per share, or possibly less, on our redemption of our public shares, and our warrants will expire worthless.- ~~22~~ **20** - ~~We no longer invest the proceeds held in the trust account in interest- bearing securities, which will limit the interest income available for payment of taxes and dissolution expenses or for distribution to public shareholders. As of September 27, 2022, the record date for the Extension Meeting, the proceeds from our initial public offering and the simultaneous private placement were being held in our trust account in the United States maintained by Continental Stock Transfer & Trust Company, acting as trustee, invested in U. S. " government securities ", within the meaning set forth in 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 under the Investment Company Act which invest only in direct U. S. government treasury obligations. Effective October 12, 2022, we converted all of our investments in the Trust Account into cash, which will remain in the Trust Account. We no longer invest the net proceeds in securities or interest- bearing accounts prior to an initial business combination. Accordingly, the amount of interest income (which we are permitted to use to pay our taxes and up to $ 100, 000 of dissolution expenses) will no longer increase, which will limit the interest income available for payment of taxes and dissolution expenses for distribution to public shareholders in connection with our liquidation or in connection with the consummation of our business combination. Changes in the market for directors and officers liability insurance could make it more difficult and more expensive for us to negotiate and complete an initial business combination. The market for directors and officers liability insurance for special purpose acquisition companies has changed in ways adverse to us and our management team. 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. These trends may continue into the future. 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. Any failure to obtain adequate directors and officers liability insurance could have an adverse impact on the post- business combination' s ability to attract and retain qualified officers and directors. In addition, even after we were to complete an initial business combination, our directors and officers could still be subject to potential liability from claims arising from conduct alleged to have occurred prior to the initial business combination. As a result, in order to protect our directors and officers, 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.** Subsequent to our 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 the price of our securities, which could cause you to lose some or all of your investment. Even if we conduct extensive due diligence on a target with which we combine, we cannot assure you that this diligence will identify all material issues that may be present with a particular target, that it would be possible to uncover all material issues through a customary amount of due diligence, or that factors outside of the target 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 or by virtue of our obtaining debt financing to partially finance the initial business combination or thereafter. Accordingly, any stockholders or warrant holders who choose to remain stockholders or warrant holders following the business combination could suffer a reduction in the value of their securities. Such stockholders or warrant holders 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 materials or tender offer documents, as applicable, relating to the business combination contained an actionable material misstatement or material omission. ~~- 23 -~~ 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. 00 per share. Our placing of funds in the trust account may not protect those funds from third- party claims against us. Although we have sought and will continue to seek to have all vendors, service providers (except our independent registered public accounting firm), prospective targets 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 consider whether competitive alternatives are reasonably available to us and will only enter into an agreement with such third party if management believes that such third party' s engagement would be in the best interests of the company under the circumstances. ~~The underwriter of our initial public offering did not execute 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 do not 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. 00 per public share initially held in the trust account, due to claims of such creditors. Pursuant to the letter agreement with us, 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 with which we have entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the trust account to below the lesser of (i) $ 10. 00 per public share and (ii) the actual amount per public share held in the trust account as of the date of the liquidation of the trust account, if less than $ 10. 00 per public 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 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 underwriter 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 **- 21-** obligations, nor have we independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and we believe that our Sponsor' s only assets are securities of our company. Therefore, we cannot assure you 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. 00 per public 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 targets ~~. We may seek business combination opportunities in industries outside of the TMT industry (which industries may or may not be outside of our management' s area of expertise). Although we are focusing on identifying business combination candidates in the TMT industry in the United States (including candidates based in the United States which may have operations or opportunities outside the United States) or other developed countries, we will consider a business combination outside of the TMT industry if a business combination candidate is presented to us and we determine that such candidate offers an attractive acquisition opportunity for us or we are unable to identify a suitable candidate in the TMT industry after having expended a reasonable amount of time and effort in an attempt to do so. Although our management will endeavor to evaluate the risks inherent in any particular business combination candidate, we may not adequately ascertain or assess all of the risks. An investment in our securities may ultimately prove to be less favorable to investors than a direct investment, if an opportunity were available, in a business combination candidate.~~ ~~24- In the event we elect to pursue a business combination outside of the TMT industry, our management' s expertise may not be directly applicable to its evaluation or operation, and the information contained herein regarding the TMT industry would not be relevant to an understanding of the business that we elect to acquire. Although we have identified general criteria and guidelines that we believe are important in evaluating prospective targets, 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 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 targets, it is possible that a target 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 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 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 does not meet our general criteria and guidelines. If we do not complete our initial business combination, our public stockholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless~~ . We may seek acquisition opportunities with an early- stage company, a financially unstable business or an entity lacking an established record of revenue or earnings, which could subject us to volatile revenues or earnings or difficulty in retaining key personnel. To the extent we complete our initial business combination with an early- stage company, 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 investing in a business without a proven business model and with limited historical financial data, 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, we may not be able to properly ascertain or assess all 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. We are not required to obtain an opinion from an independent investment banking firm or from a valuation or appraisal firm, and consequently, you may have no assurance from an independent source that the price we are paying for the business is fair to our stockholders from a financial point of view. Unless we complete our initial business combination with an affiliated entity or our board of directors cannot independently determine the fair market value of the target or targets (including with the assistance of financial advisors), we are not required to obtain an opinion from an independent investment banking firm or from a valuation or appraisal firm that the price we are paying is fair to our stockholders 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. We may engage the underwriter that acted in our initial public offering or one of its 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 underwriter is entitled to receive deferred commissions that will be released from the trust account only on a completion of an initial business combination. These financial incentives may cause the underwriter to have potential conflicts of interest in rendering any such additional services to us after this offering, including, for example, in connection with the sourcing and consummation of an initial business combination. We may engage the underwriter that acted in our initial public offering or one of its affiliates to provide additional services to us, including, for example, identifying potential targets, providing financial advisory services, acting as a placement agent in a private ~~- 25-~~ offering or arranging debt financing. We may pay the underwriter or its affiliates fair and reasonable fees or other compensation that would be determined at that time in an arm' s length negotiation. The underwriter is also entitled to receive deferred commissions from the trust account that are conditioned on the completion of an initial business combination. The fact that the underwriter or its 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. ~~Because we must furnish our stockholders with target financial statements, we may lose the ability to complete an otherwise advantageous initial business combination with some prospective targets. The federal proxy rules require that the proxy statement with respect to the vote on an initial business combination include historical and pro forma financial statement disclosure. 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 (" GAAP "), or international financial reporting standards as issued by the International Accounting Standards Board (" 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) (" PCAOB "). These financial statement requirements may limit the pool of potential targets 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. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes- Oxley Act particularly burdensome on us as **- 22-** compared to other public companies because a target 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 and maintenance of internal controls and compliance with the Sarbanes- Oxley Act has increased, and is expected to continue to increase, the time and costs necessary to operate our company. Effective internal controls are necessary for us to provide reliable financial reports and prevent fraud. As described in Part II, Item 9A, management has concluded that, due to the material weakness we have identified in our internal control over financial reporting described in management' s report on internal controls over financial reporting set forth in Part II, Item 8 of this Annual Report, our disclosure controls and procedures were not effective. If we identify any new material weaknesses in the future, any such newly identified material weakness could limit our ability to prevent or detect a misstatement of our accounts or disclosures that could result in a material misstatement of our annual or interim financial statements. In such case, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting and our stock price may decline as a result. We cannot assure you that the measures we have taken to date, or any measures we may take in the future, will be sufficient to avoid potential future material weaknesses. We may have a limited ability to assess the management of a prospective target and, as a result, may effect our initial business combination with a target whose management may not have the skills, qualifications or abilities to manage a public company. When evaluating the desirability of effecting our initial business combination with a prospective target, our ability to assess the target' s 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 or warrant holders who choose to

remain stockholders or warrant holders following the business combination could suffer a reduction in the value of their securities. Such stockholders or warrant holders are unlikely to have a remedy for such reduction in value unless they are able to - 26- 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 business combination contained an actionable material misstatement or material omission. We may issue notes or other debt securities, or otherwise incur substantial debt, to complete a business combination, which may adversely affect our leverage and financial condition and thus negatively impact the value of our stockholders' investment in us. Although we have no current commitments to issue any notes or other debt securities, or to otherwise incur outstanding debt, we may choose to incur substantial debt to complete our initial business combination. We and our officers 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 the 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 is payable on demand; ● our inability to obtain necessary additional financing if the debt contains covenants restricting our ability to obtain such financing while the debt is outstanding; ● our inability to pay dividends on our Class A common stock; **- 23-** ● 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 Class A common stock if declared, expenses, capital expenditures, acquisitions and 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; and ● limitations on our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, execution of our strategy and other purposes and other disadvantages compared to our competitors who have less debt. We may only be able to complete one business combination with the proceeds of our 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 products or services. This lack of diversification may negatively impact our operations and profitability. ~~As of December 31, 2022, we have funds available for a business combination in the amount of approximately $ 58. 0 million after payment of $ 26, 250, 000 of deferred underwriting fees, the redemption of 66, 651, 616 of Class A common stock (after giving effect to withdrawals of redemptions), for approximately $ 669. 9 million in connection with the Extension and assuming no further redemptions.~~ We may effectuate our initial business combination with a single target or multiple targets simultaneously or within a short period of time. ~~- 27-~~ However, we may not be able to effectuate our initial business combination with more than one target 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 targets 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. 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. We may attempt to complete business combinations simultaneously 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. 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 a business combination with a company that is not as profitable as we suspected, if at all. In pursuing our 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 a business **- 24-** combination with a company that is not as profitable as we suspected, if at all, or the acquisition of assets that do not have the expected prospect of profitability. We do not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for us to complete our initial business combination with which a substantial majority of our stockholders or warrant holders do not agree. Our amended and restated articles of incorporation do not provide a specified maximum redemption threshold, except that in no event will we redeem our public shares in an amount that would cause our net tangible assets to be less than $ 5, 000, 001. In addition, our proposed initial business combination may impose a

minimum cash requirement for: (i) cash consideration to be paid to the target or its owners, (ii) cash for working capital or other general corporate purposes or (iii) the retention of cash to satisfy other conditions. As a result, we may be able to complete our initial business combination even if 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 any of their affiliates. In the event the aggregate cash consideration we would be required to pay for all shares of Class A common stock that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed business combination exceed the aggregate amount of cash available to us, we will not complete the business combination or redeem any shares in connection with such initial business combination, all shares of Class A common stock submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate business combination. ~~- 28 -~~In order to effectuate an initial business combination, special purpose acquisition companies have, in the past, amended various provisions of their charters and other governing instruments, including their warrant agreements. We cannot assure you that we will not seek to amend our amended and restated articles 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 a business combination, special purpose acquisition companies have, in the past, amended various provisions of their charters and governing instruments, including their warrant agreements. For example, special purpose acquisition 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. Amending our amended and restated articles of incorporation and our warrant agreement will generally require a vote of holders of at least 50 % of our outstanding shares of common stock or holders of at least 50 % of the public warrants, as applicable, and, solely with respect to any amendment to the terms of the private placement warrants or any provision of the warrant agreement with respect to the private placement warrants, 50 % of the number of the then outstanding private placement warrants. In addition, our amended and restated articles of incorporation will require us to provide our public stockholders with the opportunity to redeem their public shares for cash if we propose an amendment to our amended and restated articles of incorporation to modify the ability of public stockholders to seek redemption in connection with an initial business combination or the substance or timing of our obligation to redeem 100 % of our public shares if we do not complete an initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** or with respect to any other material provisions relating to stockholders' rights or pre- initial business combination activity ~~. To the extent any of such amendments would be deemed to fundamentally change the nature of the securities offered through this registration statement, 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 or governing instruments or extend the time to consummate an initial business combination in order to effectuate our initial business combination. The provisions of our amended and restated articles of incorporation that relate to our pre- business combination activity (and corresponding provisions of the agreement governing the release of funds from the 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 special purpose acquisition companies. It will be possible for us, therefore, to amend our amended and restated articles of incorporation to facilitate the completion of an initial business combination that some of our stockholders may not support. Our amended and restated articles of incorporation provide that any of its provisions related to pre- business combination activity (including the requirement to deposit proceeds of our initial public offering and the private placement of 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) may be amended if approved by holders of 65 % of our common stock entitled to vote thereon and corresponding provisions of the trust agreement governing the release of funds from the trust account may be amended if approved by holders of 65 % of our common stock entitled to vote thereon. In all other instances, our amended and restated articles of incorporation may be **- 25 -** amended by holders of a majority of our outstanding common stock entitled to vote thereon, subject to applicable provisions of the NRS or applicable stock exchange rules. Our Sponsor, who beneficially owns approximately ~~69~~ **89** . ~~2~~ **9** % of our common stock may participate in any vote to amend our amended and restated articles of incorporation and / or trust agreement and will have the discretion to vote in any manner they choose. As a result, we will be able to amend the provisions of our amended and restated articles of incorporation which govern our pre- business combination behavior more easily than some other special purpose acquisition companies, and this would allow us to complete a business combination with which you do not agree. Our stockholders may pursue remedies against us for any breach of our amended and restated articles of incorporation. Our Sponsor, executive officers, directors and director nominees have agreed or will agree, pursuant to written agreements with us, that they will not propose any amendment to our amended and restated articles of incorporation to modify the substance or timing of our obligation to redeem 100 % of our public shares if we do not complete our initial business combination by ~~June~~ **May** 3, ~~2023~~ **2024** or with respect to any other material provisions relating to stockholders' rights or pre- initial business combination activity, unless we provide our public stockholders with the opportunity to redeem their Class A 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 (less amounts released to us to pay our taxes), divided by the number of then outstanding public shares. 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, executive officers, directors or director nominees 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. ~~- 29 -~~We may be unable to obtain additional financing to complete our initial business combination or to fund the operations and growth of a target, which could compel us to restructure or abandon a particular business combination. We have not selected any specific business combination target but are targeting

businesses or other targets with enterprise values that are greater than we could acquire with the net proceeds of our initial public offering and the sale of the private placement warrants. As a result, if the cash portion of the purchase price exceeds the amount available from the trust account, net of amounts needed to satisfy any redemption by public stockholders, we expect to be required to seek additional financing to complete such proposed initial business combination. Such financing may not 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. Further, we may be required to obtain additional financing in connection with the closing of our initial business combination for general corporate purposes, including for maintenance or expansion of operations of the post- transaction businesses, the payment of principal or interest due on indebtedness incurred in completing our initial business combination, or to fund the purchase of other companies. If we do not complete our initial business combination, our public stockholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, 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. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the target. None of our officers, directors or stockholders is required to provide any financing to us in connection with or after our initial business combination. Our management team may not be able to maintain our control of a target after our initial business combination. We cannot provide assurance that, upon loss of control of a target, new management will possess the skills, qualifications or abilities necessary to profitably operate such business. We may structure our 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, 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 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 business combination. For example, we could pursue a transaction in which we issue a substantial number of new shares of Class A common stock 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 Class A common stock, our stockholders immediately prior to such transaction could own less than a majority of our outstanding Class A common stock subsequent to such transaction. In addition, other **- 26-** minority stockholders may subsequently combine their holdings resulting in a single person or group obtaining a larger share of the company' s shares 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. Because we are neither limited to evaluating a target in a particular industry sector ~~nor have we selected any specific targets with which to pursue our initial business combination~~ , you will be unable to ascertain the merits or risks of any particular target' s operations. In addition, our efforts to identify a prospective initial business combination target will not be limited to the acquisition of a company, but may include the acquisition of wireless spectrum assets. Our efforts to identify a prospective initial business combination target are not limited to a particular industry, sector or geographic region ~~. While we may pursue an acquisition opportunity in any industry or geographic region, we are focusing our search on identifying a prospective target that can benefit from our operational expertise in the TMT industry, including the wireless communications industry~~ . Our management team has extensive experience in identifying and executing strategic investments globally and has done so successfully in a number of sectors. Our amended and restated articles of incorporation prohibit us from effectuating a business combination with another blank check company or similar company with nominal operations. Because we have not yet selected any specific target with respect to a business combination, there is no basis to evaluate the possible merits or risks of any particular target' 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. For example, if we combine with a financially unstable business or an entity lacking an established record of sales or earnings, we ~~- 30 -~~ 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, 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. We also cannot assure you that an investment in our units 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 or warrant holders who choose to remain stockholders or warrant holders following the business combination could suffer a reduction in the value of their securities. Such stockholders or warrant holders 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 materials or tender offer documents, as applicable, relating to the business combination contained an actionable material misstatement or material omission. Our warrants are accounted for as liabilities and the changes in value of our warrants could have a material effect on our financial results. On April 12, 2021, the Staff of the Securities and Exchange Commission (the " SEC ") issued a statement entitled " Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies (" SPACs ") " (the " SEC Statement ") informing market participants that certain warrants issued by SPACs may require classification as a liability of the entity measured at fair value, with changes in fair value each period reported in earnings. The SEC Statement focused on certain settlement terms and

provisions related to certain tender offers following a business combination. The terms described in the SEC Statement are common in SPACs and are similar to the terms contained in the warrant agreement governing our warrants. In response to the SEC Statement, we reevaluated the accounting treatment of our public warrants and private placement warrants, and determined to classify the warrants as derivative liabilities measured at fair value, with changes in fair value each period reported in earnings. As a result, included on our balance sheet as of December 31, ~~2022~~ **2023** contained elsewhere in this Annual Report are derivative liabilities related to embedded features contained within our warrants. Accounting Standards Codification 815, Derivatives and Hedging (" ASC 815 "), provides for the remeasurement of the fair value of such derivatives at each balance sheet date, with a resulting non- cash gain or loss related to the change in the fair value being recognized in earnings in the statement of operations. As a result of the recurring fair value measurement, our financial statements and results of operations may fluctuate quarterly based on factors which are outside of our control. Due to the recurring fair value measurement, we expect that we will recognize non- cash gains or losses on our warrants each reporting period and that the amount of such gains or losses could be material. **- 27-** We have a material weakness in our internal control over financial reporting as of December 31, ~~2022~~ **2023** . If we are unable to develop and maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results in a timely manner, which may adversely affect investor confidence in us and materially and adversely affect our business and operating results. Following issuance of the SEC Statement, on May 24, 2021, our management and our audit committee concluded that, in light of the SEC Statement, it was appropriate to restate our previously issued audited financial statements as of and for the period ended December 31, 2021. See " — Our warrants are accounted for as liabilities and the changes in value of our warrants could have a material effect on our financial results. " Additionally, in connection with the preparation of our Quarterly Report on Form 10- Q for the quarterly period ended September 30, 2021, management re- evaluated the Company' s application of ASC 480- 10- S99 with respect to the accounting classification of public shares and determined that the public shares include redemption provisions that require classification of all public shares as temporary equity. After further consideration, subsequent to the filing of the Quarterly Report on Form 10- Q for the quarterly period ended September 30, 2021, management re- evaluated the impact of the reclassification of a portion of the Public Shares on the Company' s previously issued financial statements and, in consultation with the Company' s audit committee, concluded that such reclassification was material with respect to certain of the Company' s previously issued financial statements and the financial statements should be restated. In addition, in connection with the change in presentation for the Public Shares, the Company determined it should restate its earnings per share calculation to allocate income and losses shared pro rata between the two classes of shares. This presentation contemplates a Business Combination as the most likely outcome, in which case, both classes of stock share pro rata in the income and losses of the Company. Accordingly, on January 20, 2022, the Company' s management and audit committee concluded that it was appropriate to restate the Company' s previously issued financial statements. As part of such process, we also identified a material weakness in our internal controls over financial reporting. ~~- 31 -~~ A material weakness is a deficiency, or a combination of deficiencies, in internal control 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 and corrected on a timely basis. We became aware of the need to change the classification of our warrants when the SEC Statement was issued on April 12, 2021. As a result, management concluded that there was a material weakness in internal control over financial reporting as of December 31, ~~2022~~ **2023** . Effective internal controls are necessary for us to provide reliable financial reports and prevent fraud. We continue to evaluate steps to remediate the material weakness. If we identify any new material weaknesses in the future, any such newly identified material weakness could limit our ability to prevent or detect a misstatement of our accounts or disclosures that could result in a material misstatement of our annual or interim financial statements. In such case, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting and our stock price may decline as a result. We cannot assure you that the measures we have taken to date, or any measures we may take in the future, will be sufficient to avoid potential future material weaknesses. ~~A~~ **The** new 1 % U. S. federal excise **may apply** ~~tax could be imposed on us~~ in connection with future redemptions by us of our shares. On August 16, 2022, the Inflation Reduction Act of 2022 (the " IR Act ") was signed into ~~federal~~ law. The IR Act provides for, among other things, a new ~~U. S. federal~~ 1 % **U. S. federal** excise tax on certain repurchases (including redemptions) of stock by publicly traded ~~domestic~~ **U. S.** corporations **after December 31, 2022** ~~and certain domestic subsidiaries of publicly traded foreign corporations~~ . The excise tax is imposed on the repurchasing corporation itself, not its stockholders from ~~which~~ **whom the** shares are repurchased **(although it may reduce the amount of cash distributable in a current or subsequent redemption)** . The amount of the excise tax is generally 1 % of **any positive difference between** the fair market value of ~~the~~ **any** shares repurchased ~~at~~ **by** the ~~time of the repurchase. However, for purposes of calculating the excise tax,~~ repurchasing ~~corporations~~ **corporation** ~~are permitted to net~~ **during a taxable year and** the fair market value of certain new stock issuances ~~against~~ **by** the ~~fair market value of stock repurchases~~ **repurchasing corporation** during the same taxable year. In addition, ~~certain~~ **a number of** exceptions apply to ~~the~~ **this** 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~~ **this** excise tax. **On December 27, 2022, the Treasury published Notice 2023- 2, which provided clarification on some aspects of the application of the excise tax.** The **notice generally provides that if a publicly traded U. S. corporation completely liquidates in a liquidation to which Section 331 of the Code applies (so long as Section 332 (a) of the Code also does not apply), distributions in such complete liquidation and other distributions by such corporation in the same taxable year in which the final distribution in complete liquidation is made are not subject to the excise tax. Consequently, we would not expect the 1 % excise tax to apply if there is a complete liquidation of our company under Section 331 of the Code.- 28- Any excise tax that may be imposed on any redemption or other repurchase effected by us, in connection with a business combination, extension vote or otherwise, would be payable by us and not by the**

redeeming holder, it could cause a reduction in the value of our Class A Common Stock or cash available for distribution in a subsequent liquidation. Whether and to what extent we would be subject to the excise tax in connection with a business combination will depend on a number of factors, including (i) the structure of the business combination, (ii) the fair market value of the redemptions and repurchases in connection with the business combination, (iii) the nature and amount of any " PIPE " or other equity issuances in connection with the business combination (or any other equity issuances within the same taxable year of the business combination) and (iv) the content of any subsequent regulations, clarifications, and other guidance issued by the Treasury. The Company does not intend to use the proceeds placed in the Trust Account to pay excise taxes or other fees or taxes similar in nature (if any) that may be imposed on the Company pursuant to any current, pending or future rules or laws, including any excise tax due imposed under the IR Act ~~applies only to repurchases that occur after~~ **on any redemptions in connection with the Extension or a business combination by the Company. During the year ended** December 31, ~~2022~~ **2023 , holders of 6, 294, 164 shares of Class A common stock exercised their right to redeem their shares for an aggregate redemption amount of $ 63, 919, 253** . ~~It is possible that this~~ **As a result, the Company has accrued for and recorded a 1 % excise** tax ~~will apply to future SPAC redemptions and liquidations. Redemptions that occured~~ **liability in the amount of $ 639, 193 on the balance sheet** as ~~a result~~ of ~~the Extension occurred before~~ December 31, ~~2022~~ **2023** ~~, and therefore we were not subject to the excise tax as a result of the redemptions in connection with the Extension~~ . Risks Related to SecuritiesNasdaq may delist our securities from trading on its exchange, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. Our securities are listed on Nasdaq. However, 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 order~~ **, including as a result of the redemptions in connection with the Third Extension and our inability** to ~~continue~~ **complete a business combinations within 36 months of the effectiveness of the registration statement for our initial public offering. As previously disclosed on our Current Report on Form 8- K filed with the SEC on August 18, 2023, on August 14, 2023, the staff of The Nasdaq Stock Market LLC (" Nasdaq ") notified the Company that it no longer meets Listing Rule 5550 (b) (2) (the " Rule ") requiring the Company to maintain a minimum market value of listed securities (" MVLS ") of $ 35 million. The notice was based on a review of the Company' s MVLS for the past 30 consecutive business days. Nasdaq' s** listing **rules provide the Company a compliance period of 180 calendar days,** ~~our~~ **or** ~~securities~~ **until February 12, 2024, in which to regain compliance. On February 14, 2024, the Company received notification from Nasdaq that the Company had not regained compliance with the Rule (the " Notice "). The Notice is a formal notification that the Nasdaq Hearings Panel (the " Panel ") will consider this matter in rendering a determination regarding the Company' s continued listing** on Nasdaq ~~prior~~ **. Additionally, on October 30, 2023, the Company received a notice from the staff of the Nasdaq indicating that the Company' s securities would be subject** to **suspension and delisting from the Nasdaq at the opening of business on November 8, 2023 due to the Company' s non- compliance with Nasdaq IM- 5101- 2, which requires that a special purpose acquisition company must complete one** ~~our~~ **or more business combinations within 36 months of the effectiveness of the registration statement for its** initial ~~business combination~~ **public offering. Subsequent to a hearing on February 8** , ~~we must maintain~~ **2024, the Panel granted the Company an exception for its securities to continue to be listed on Nasdaq until April 29, 2024, subject to** certain **conditions** ~~financial, distribution and share price levels~~ . ~~Additionally~~ **Furthermore** , in connection with our initial business combination **, including the Transaction** , we will be required to demonstrate compliance with Nasdaq' s initial listing requirements, which are more rigorous than Nasdaq' s continued listing requirements, in order to continue to maintain the listing of our securities on Nasdaq. We cannot assure you that we will be able to meet those initial listing requirements at that time. If **we are unable to demonstrate compliance with Nasdaq listing requirements by April 29, 2024, our securities may be delisted. If** Nasdaq delists our securities from trading on its exchange and we are not able to list our securities on another national securities exchange, we expect our securities could be quoted on an over- the- counter market. If this were to occur, we could face significant material adverse consequences, including ~~: ●~~ **(i)** a limited availability of market quotations for our securities ~~; ●~~ **, (ii)** reduced liquidity for our securities ~~; ●~~ **, (iii)** a determination that our Class A common stock is a " penny stock " which will require brokers trading in our Class A 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 securities ~~; ●~~ **, (iv)** a limited amount of news and analyst coverage **in the future** , and **(iv)** ~~- 32- ●~~ a decreased ability to issue additional securities or obtain additional financing in the future. ~~- 29- The National Securities Markets Improvement Act of 1996, which is a federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as " covered securities. " Because our units, Class A common stock and warrants are listed on Nasdaq, our units, Class A common stock and warrants qualify as covered securities under the statute. Although the states are preempted from regulating the sale of our securities, the federal statute does allow the states to investigate companies if there is a suspicion of fraud, and, if there is a finding of fraudulent activity, then the states can regulate or bar the sale of covered securities in a particular case. While we are not aware of a state having used these powers to prohibit or restrict the sale of securities issued by blank check companies, 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 states. Further, if we were no longer listed on Nasdaq, our securities would not qualify as covered securities under the statute and we would be subject to regulation in each state in which we offer our securities.~~ The SEC has recently issued ~~proposed~~ **final** rules relating to certain activities of SPACs. Certain of the procedures that we, a potential business combination target, or others may determine to undertake in connection with such proposals may increase our costs and the time needed to complete a business combination and may make it more difficult to complete a business combination. The need for compliance with the SPAC **Final** ~~Rule~~ **Rules** ~~Proposals~~ may cause us to liquidate the Company at an earlier time than we might otherwise choose. On ~~March 30~~ **January 24** , ~~2022~~ **2024** , the SEC ~~issued proposed~~ **adopted final** rules (the " SPAC ~~Rule~~ **Rules** ~~Proposals~~ ") **relating** ~~that would~~ , among other ~~items~~ **things** , **to** ~~impose additional~~

~~disclosure~~ **disclosures** ~~requirements~~ in **SEC filings in connection with** business combination transactions ~~involving~~ **between special purpose acquisition companies (“** SPACs **”) such as us** and private operating companies; ~~amend~~ the financial statement requirements applicable to ~~business combination~~ transactions involving ~~such~~ **shell** companies; ~~update~~ and ~~expand guidance regarding~~ the ~~general~~ use of projections **by SPACs** in SEC filings ~~, as well as when projections are disclosed~~ in connection with proposed business combination transactions ~~; increase~~ **. SPACs will be required to comply with the SPAC Rules beginning July 1, 2024. In connection with the issuance of the SPAC Rules, the SEC also issued guidance (the “ SPAC Guidance ”) regarding** the potential liability of certain participants in ~~proposed~~ business combination transactions ~~;~~ and ~~impact~~ the extent to which SPACs could become subject to regulation under the Investment Company Act of 1940, as amended (the “ Investment Company Act ”) ~~, including a proposed rule that would provide SPACs a safe harbor from treatment as an investment company if they satisfy certain conditions that limit a SPAC’ s duration, asset composition, business purpose and activities. The SPAC Rule Proposals have not yet been adopted and may be adopted in the proposed form or in a different form that could impose additional regulatory requirements on SPACs. Certain of the procedures that we, a potential business combination target, or others may determine to undertake in connection with the SPAC Rule Proposals, or pursuant to the SEC’ s views expressed in the SPAC Rule Proposals, may increase the costs and time of negotiating and completing a business combination, and may make it more difficult to complete a business combination~~ . The need for compliance with the SPAC ~~Rule~~ **Rules** ~~Proposals~~ **and the SPAC Guidance** may cause us to liquidate the Company at an earlier time than we might otherwise choose. **Certain of the procedures that we, a potential business combination target, or others may determine to undertake in connection with the SPAC Rules, the SPAC Guidance, or before July 1, 2024 as a matter of practice in light of the SEC’ s previously expressed views, may increase the costs and time of negotiating and completing an initial business combination, including the Transaction, and may constrain the circumstances under which we could complete an initial business combination. The need for compliance with the SPAC Rules and the SPAC Guidance may cause us to liquidate the Company at an earlier time than we might otherwise choose. Were we to liquidate, our warrants would expire worthless, and our securityholders would lose the investment opportunity associated with an investment in the combined company, including any potential price appreciation of our securities.** If we are deemed to be an investment company for purposes of the Investment Company Act, we would be required to institute burdensome compliance requirements and our activities would be severely restricted and, as a result, we may abandon our efforts to consummate a business combination and liquidate the Company. As described further above, the SPAC **Guidance** ~~Rule Proposals relate~~ **relates** , among other matters, to the circumstances in which SPACs such as the Company could potentially be subject to the Investment Company Act and the regulations thereunder. ~~The~~ **Because the** SPAC **Guidance is fact- specific,** ~~Rule Proposals would provide a safe harbor for such companies from the~~ **there remains uncertainty concerning the applicability** ~~definition of “ investment company ” under Section 3 (a) (1) (A)~~ of the Investment Company Act ~~, provided that a SPAC satisfies certain criteria, including a limited time period to announce and complete a business combination. Specifically, to comply with the safe harbor, the SPAC Rule Proposals would require a company to file a report on Form 8- K announcing that it has entered into an agreement with a target company for a business combination no later than 18 months after the effective date of its registration statement for its initial public offering (the “ IPO Registration Statement ”). A SPAC would then be required to complete a business combination no later than 24 months after the effective date of the IPO Registration Statement. Because the SPAC Rule Proposals have not yet been adopted, there is currently uncertainty concerning the applicability of the Investment Company Act~~ to a SPAC, including a company like ours ~~,~~ **. To mitigate the risk** that **we may** ~~has not entered into a definitive agreement within 18 months after the effective date of its IPO Registration Statement or that does not complete its initial business combination within 24 months. As a result, it is possible that a claim could~~ be **deemed to** ~~made that we~~ have been operating as an unregistered investment company, ~~although we~~ ~~33~~ **effective October 12, 2022, the Company converted all of the investments in the Trust Account into cash, which remained in the Trust Account. On September 29, 2023, the Company instructed Continental Stock Transfer & Trust Company, the trustee with respect to the Trust Account, to** hold **all funds in the Trust Account in** ~~and~~ **an** ~~intend to continue to hold the proceeds from our Initial Public Offering and the simultaneous private placement in a non-~~ interest- bearing ~~trust~~ **deposit** account **with a financial** ~~(see “ We do not intend to continue to invest the proceeds held in the Trust Account in interest- bearing securities, which will limit the interest income available for payment of taxes and dissolution expenses or for distribution~~ -- **institution in the United States** ~~to public shareholders ” below)~~ . If we are deemed to be an investment company ~~and subject to compliance with and regulation~~ under the Investment Company Act, our activities would be severely restricted. In addition, we would be subject to ~~additional~~ burdensome ~~regulatory~~ **compliance** requirements and ~~expenses for which~~ we ~~have not allotted funds. As a result~~ **may abandon our efforts to complete an initial business combination** , ~~if~~ **including the Transaction, and instead liquidate the Company. Were** we ~~are deemed~~ **to liquidate, our warrants would expire worthless, and our securityholders would lose the investment opportunity associated with** an investment **in the combined** company ~~under the Investment Company Act~~ , ~~we may abandon~~ **including any potential price appreciation of** our **securities** ~~efforts to consummate a business combination and instead liquidate the Company~~ . We have not registered the Class A common stock issuable upon exercise of the warrants under the Securities Act or any state securities laws at this time. We have not registered the shares of Class A common stock issuable upon exercise of the warrants issued in our initial public offering under the Securities Act or any state securities laws at this time, and such registration may not 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. 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 Class A common stock included in the units. However, 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 commercially reasonable efforts to file with the SEC a registration statement covering the registration under the Securities Act

of the Class A common stock issuable upon exercise of the warrants issued in our initial public offering and thereafter will use our commercially reasonable efforts to cause the same to - 30- become effective within 60 business days following our initial business combination and to maintain a current prospectus relating to the Class A common stock issuable upon exercise of the warrants until the expiration of the warrants in accordance with the provisions of the warrant agreement. We cannot assure you that we will be able to do so if, for example, any facts or events arise which represent a fundamental change in the information set forth in the registration statement or prospectus, the financial statements contained or incorporated by reference therein are not current or correct or the SEC issues a stop order. If the shares of Class A common stock issuable upon exercise of the warrants issued in our initial public offering are not registered under the Securities Act, under the terms of the warrant agreement, holders of warrants who seek to exercise their warrants will not be permitted to do so for cash and, instead, will be required to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act or another exemption. If holders exercise their warrants on a cashless basis, the number of shares of Class A common stock that you will receive upon such cashless exercise will be based on a formula subject to a maximum amount of shares of 0. 361 shares of Class A common stock per warrant (subject to adjustment). If our shares of Class A common stock are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of " covered securities " under Section 18 (b) (1) of the Securities Act, we may, at our option, not permit holders of warrants who seek to exercise their warrants to do so for cash and, instead, require them to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act; in the event we so elect, we will not be required to file or maintain in effect a registration statement or register or qualify the shares underlying the warrants under applicable state securities laws, and in the event we do not so elect, we will use our commercially reasonable efforts to register or qualify the shares underlying the warrants under applicable state securities laws to the extent an exemption is not available. Exercising the warrants on a cashless basis could have the effect of reducing the potential " upside " of the holder' s investment in our company because the warrant holder will hold a smaller number of shares of Class A common stock upon a cashless exercise of the warrants they hold than they would have upon a cash exercise. In no event will we be required to net cash settle any warrant, or issue securities (other than upon a cashless exercise as described above) or other compensation in exchange for the warrants in the event that we are unable to register or qualify the shares underlying the warrants under the Securities Act or applicable state securities laws and there is no exemption to registration 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 shares of Class A common stock included in the units. 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 public ~~- 34 -~~ warrants included as part of units sold in our initial public offering. In such an instance, our Sponsor and its permitted transferees (which may include our directors and executive officers) would be able to exercise their warrants and sell the shares of Class A common stock underlying their warrants while holders of our public warrants would not be able to exercise their warrants and sell the underlying shares of Class A common stock. If and when the warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying shares of Class A common stock for sale under all applicable state securities laws. As a result, we may redeem the warrants as set forth above even if the holders are otherwise unable to exercise their warrants except on a cashless basis. The grant of registration rights to our initial stockholders, independent directors and holders of our private placement warrants 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 shares of Class A common stock. Pursuant to the registration and stockholder rights agreement entered into concurrently with our initial public offering, our initial stockholders, independent directors and their permitted transferees can demand that we register the shares of Class A common stock into which founder shares are convertible and Independent Director Shares, holders of our private placement warrants and their permitted transferees can demand that we register the private placement warrants and the Class A common stock issuable upon exercise of the private placement warrants and holders of warrants that may be issued upon conversion of working capital loans may demand that we register such warrants or the Class A common stock issuable upon conversion of such warrants. The registration rights will be exercisable with respect to the founder shares, the Independent Director Shares and the private placement warrants and the Class A common stock issuable upon exercise of such private placement 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 Class A common stock. In addition, the existence of the registration rights may make our - 31- initial business combination more costly or difficult to conclude. This is because the stockholders of the target 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 Class A common stock that is expected when the shares of common stock owned by our initial stockholders, holders of our private placement warrants or holders of our working capital loans or its permitted transferees are registered. We **expect to issue additional shares of convertible preferred stock in the Equity Forward Transaction with our Founder. In addition, We** may issue additional shares of Class A common stock or shares of preferred stock to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. We may also issue shares of Class A common stock upon the conversion of the founder shares at a ratio greater than one- to- one at the time of our initial business combination as a result of the anti- dilution provisions contained in our amended and restated articles of incorporation. Any such issuances would dilute the interest of our stockholders and likely present other risks. Our amended and restated articles of incorporation authorize us to issue up to 500, 000, 000 shares of Class A common stock, par value $ 0. 0001 per share, 50, 000, 000 shares of Class B common stock, par value $ 0. 0001 per share, and 20, 000, 000 shares of preferred stock, par value $ 0. 0001 per share. As of December 31, ~~2022~~ **2023**, there were ~~491~~ **497**, ~~621~~ **883**, ~~616~~ **988** and 31, 250, 000 authorized but unissued shares of Class A

common stock and Class B common stock, respectively, available for issuance, which amount does not take into account shares reserved for issuance upon exercise of outstanding warrants or shares issuable upon conversion of the Class B common stock. The Class B common stock is automatically convertible into Class A common stock at the time of the consummation of our initial business combination, initially at a one- for- one ratio, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as described herein. There are no shares of preferred stock currently issued and outstanding. We may issue a substantial number of additional shares of Class A common stock or shares of preferred stock to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. We may also issue shares in connection with the redemption of our warrants or shares of Class A common stock upon conversion of the Class B common stock at a ratio of greater than one- to- one at the time of our initial business combination, as a result of anti- dilution provisions set forth therein. ~~- 35 -~~ However, our amended and restated articles of incorporation provide, among other things, that prior to our initial business combination, we may not issue additional shares that would entitle the holders thereof to (i) receive funds from the trust account or (ii) vote as a class with our shares of Class A common stock (except that an aggregate of up to 50, 000 Independent Director Shares may at any time be issued and outstanding) (a) on any initial business combination or (b) to approve an amendment to our amended and restated articles of incorporation to (x) extend the time we have to consummate a business combination beyond ~~June~~ **May** 3, ~~2023~~ **2024** or (y) amend the foregoing provisions. These provisions of our amended and restated articles of incorporation, like all provisions of our amended and restated articles of incorporation, may be amended with a stockholder vote. The issuance of additional shares of common stock or shares of preferred stock: ● may significantly dilute the equity interest of investors in our stock; ● may subordinate the rights of holders of Class A common stock if shares of preferred stock are issued with rights senior to those afforded our Class A common stock; ● could cause a change in control if a substantial number of shares of Class A common stock is 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, Class A common stock and / or warrants. **- 32-** 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 50 % of the then outstanding public warrants. As a result, the exercise price of your warrants could be increased, the exercise period could be shortened and the number of shares of Class A common stock purchasable upon exercise of a warrant could be decreased, all without your approval. Our warrants were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, 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 defective provision, but requires the approval by the holders of at least 50 % 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 50 % 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 50 % 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 (at a ratio different than initially provided), shorten the exercise period or decrease the number of shares of Class A common stock purchasable upon exercise of a warrant. We may redeem your unexpired warrants prior to their exercise at a time that is disadvantageous to you, thereby making your warrants worthless. We have the ability to redeem outstanding warrants at any time after they become exercisable and prior to their expiration, at a price of $ 0. 01 per warrant upon a minimum of 30 days' prior written notice of redemption, provided that the closing price of our Class A common stock equals or exceeds $ 18. 00 per share (as adjusted for stock splits, stock capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30 trading- day period ending on the third trading day prior to the date we give notice of redemption to the warrant holders and provided certain other conditions are met. If and when the warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. As a result, we may redeem the warrants as set forth above even if the holders are otherwise unable to exercise the warrants. Redemption of the outstanding warrants could force you to (i) exercise your warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) sell your warrants at the then- current market price when you might otherwise wish to hold your warrants or (iii) accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, is likely to be substantially less than the market value of your warrants. In addition, we have the ability to redeem the outstanding warrants at any time after they become exercisable and prior to their expiration, at a price of $ 0. 10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that the closing price of our shares of Class A common stock equals or exceeds $ 10. 00 per share (as adjusted for stock splits, stock capitalizations, ~~- 36 -~~ reorganizations, recapitalizations and the like) for any 20 trading days within a 30- trading day period ending on the third trading day prior to proper notice of such redemption and provided that certain other conditions are met, including that holders will be able to exercise their warrants, but only on a cashless basis, prior to redemption for a number of shares of Class A common stock determined based on the redemption date and the fair market value of our shares of Class A common stock. The value received upon exercise of the warrants (1) may be less than the value the holders would have received if they had exercised their warrants at a later time where the underlying share price is higher and (2) may not compensate the holders for the value of the warrants, including because the number of shares received is capped at 0. 361 shares of Class A common stock per warrant (subject to adjustment) irrespective of the remaining life of the warrants. Except in limited circumstances, none of the private placement warrants will be redeemable by us so long as they are held by our Sponsor or its permitted transferees. Our warrants may have an adverse effect on the market price of our shares of Class A common stock and make it more difficult to effectuate our initial business combination. We issued warrants to purchase 18, 750, 000 shares of our Class A common stock as part of the units offered in our initial public offering and, simultaneously with the closing of our initial

public offering, we issued in a private placement an aggregate of 11, 333, 333 private placement warrants, each exercisable to purchase one share of Class A common stock at $ 11. 50 per share. In addition, if our Sponsor or an affiliate of our Sponsor or certain of our officers and directors makes any working capital loans, such lender may convert those loans into up to an additional 1, 000, 000 private placement warrants, at the price of $ 1. 50 per warrant. To the **- 33-** extent we issue common stock to effectuate a business transaction, the potential for the issuance of a substantial number of additional shares of Class A common stock upon exercise of these warrants could make us a less attractive acquisition vehicle to a target. Such warrants, when exercised, will increase the number of issued and outstanding shares of Class A common stock and reduce the value of the Class A common stock issued to complete the business transaction. Therefore, our warrants may make it more difficult to effectuate a business transaction or increase the cost of acquiring the target. Because each unit contains one fourth of one warrant and only a whole warrant may be exercised, the units may be worth less than units of other special purpose acquisition companies. Each unit contains one fourth of one warrant. Pursuant to the warrant agreement, no fractional warrants will be issued upon separation of the units, and only whole units will trade. If, upon exercise of the warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number the number of shares of Class A common stock to be issued to the warrant holder. This is different from other offerings similar to ours whose units include one common share and one warrant to purchase one whole share. We have established the components of the units in this way in order to reduce the dilutive effect of the warrants upon completion of a business combination since the warrants will be exercisable in the aggregate for one fourth of the number of shares compared to units that each contain a whole warrant to purchase one share, thus making us, we believe, a more attractive merger partner for targets. Nevertheless, this unit structure may cause our units to be worth less than if it included a warrant to purchase one whole share. 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 (x) we issue additional shares of Class A common stock or equity- linked securities for capital raising purposes in connection with the closing of our initial business combination at an issue price or effective issue price of less than $ 9. 20 per share of Class A common stock (with such issue price or effective issue price to be determined in good faith by our board of directors and, in the case of any such issuance to our initial stockholders or their affiliates, without taking into account any founder shares held by our initial stockholders or such affiliates, as applicable, prior to such issuance including any transfer or reissuance of such shares), (y) the aggregate gross proceeds from such issuances represent more than 50 % 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 (z) the volume weighted average trading price of our Class A common stock during the 10 trading day period starting on the trading day prior to the day on which we consummate our initial business combination (such price, the " Market Value ") is below $ 9. 20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, the $ 18. 00 per share redemption trigger price of the warrants will be adjusted (to the nearest cent) to be equal to 180 % of the higher of the Market Value and the Newly Issued Price. This may make it more difficult for us to consummate an initial business combination with a target. ~~- 37-~~ 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 ~~, including as a result of the COVID- 19 pandemic~~. Furthermore, an active trading market for our securities may not be sustained. You may be unable to sell your securities unless a market can be sustained. Holders of shares of our Class A common stock are not entitled to vote on any appointment of directors we hold prior to our initial business combination. Prior to our initial business combination, only holders of our founder shares have the right to vote on the appointment of directors. Holders of our public shares are not entitled to vote on the appointment of directors until such time. In addition, prior to our initial business combination, holders of two- thirds of the voting power of our founder shares may remove a member of the board of directors for any reason. Accordingly, you may not have any say in the management of our company prior to the consummation of an initial business combination. **- 34-** Since only holders of our founder shares will have the right to vote on the appointment of directors prior to our initial business combination, upon the listing of our shares on Nasdaq, Nasdaq may consider us to be a " controlled company " within the meaning of Nasdaq rules and, as a result, we may qualify for exemptions from certain corporate governance requirements. Only holders of our founder shares have the right to vote on the appointment of directors. As a result, Nasdaq may consider us to be a " controlled company " within the meaning of the Nasdaq corporate governance standards. Under the Nasdaq corporate governance standards, so long as more than 50 % of the voting power for the election of our directors of a company is held by an individual, a group or another company, we will qualify as a " controlled company " under Nasdaq listing standards, and may elect not to comply with certain corporate governance requirements, including to have: (i) a majority of independent directors; (ii) compensation of our executive officers determined by a majority of the independent directors or a compensation committee comprised solely of independent directors; and (iii) director nominees selected, or recommended for the board of director' s selection, either by a majority of the independent directors or a nominating committee comprised solely of independent directors. Although we do not intend to rely on these exemptions, we may elect to rely on these exemptions in the future, and as a result, our stockholders may not have the corporate governance protections that are available to stockholders of companies that are not controlled companies. Unlike some other similarly structured special purpose acquisition companies, our initial stockholders will receive additional shares of Class A common stock if we issue certain shares to consummate an initial business combination. The founder shares will automatically convert into shares of Class A common stock at the time of the consummation of our initial business combination on a one- for- one basis, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as described herein. In the case that additional shares of Class A common stock or equity-linked securities are issued or deemed issued in connection with our initial business combination, the number of shares of Class A common stock issuable upon conversion of all founder shares will equal, in the aggregate, on an as- converted basis, 20 % of

the total number of shares of Class A common stock outstanding after such conversion (other than Independent Director Shares and after giving effect to any redemptions of shares of Class A common stock by public stockholders), including the total number of shares of Class A common stock issued, or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial business combination, excluding any shares of Class A common stock or equity- linked securities or rights exercisable for or convertible into shares of Class A common stock issued, or to be issued, to any seller in the initial business combination and any private placement warrants issued to our Sponsor, officers or directors upon conversion of working capital loans, provided that such conversion of founder shares will never occur on a less than one- for- one basis. Our structure is different than some other similarly structured special purpose acquisition companies in which the initial stockholders will only be issued an aggregate of 20 % of the total number of shares to be outstanding prior to our initial business combination. The warrants may become exercisable and redeemable for a security other than shares of Class A common stock, and you will not have any information regarding such other security at this time. In certain situations, including if we are not the surviving entity in our initial business combination, the warrants may become exercisable for a security other than the shares of Class A common stock. As a result, if the surviving company redeems your warrants ~~- 38 -~~ for securities pursuant to the warrant agreement, you may receive a security in a company of which you do not have information at this time. Pursuant to the warrant agreement, the surviving company will be required to use its commercially reasonable efforts to register the issuance of the security underlying the warrants within fifteen business days of the closing of an initial business combination. Risks Related to our Sponsor and Management TeamOur independent 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. 00 per share and (ii) the actual amount per public share held in the trust account as of the date of the liquidation of the trust account if less than $ 10. 00 per public share due to reductions in the value of the trust assets, in each case less taxes payable, 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 **- 35-** 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 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. 00 per share. 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 have not completed our initial business combination within the required time period, our public stockholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless. We anticipate that the investigation of each specific target and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If 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, 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 have not completed our initial business combination within the required time period, our public stockholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public stockholders, and our warrants will expire worthless. We depend upon our executive officers and directors and their loss 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 officers and directors, at least until we have completed our initial business combination. In addition, our executive officers and directors are not required to commit any specified amount of time to our affairs and, accordingly, will have conflicts of interest in allocating their time among various business activities, including identifying potential business combinations and monitoring the related due diligence. 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. Our ability to successfully effect our initial business combination and to be successful thereafter will be 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, however, cannot presently be ascertained. Although some of our key personnel may remain with the target in senior management or advisory positions following our initial business combination, it is likely that some or all of the management of the target will remain in place. While we intend to closely scrutinize any individuals we engage after our initial business combination, we cannot assure you that our assessment of these individuals will prove to be correct. ~~- 39 -~~ 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. Our key personnel may negotiate employment or consulting agreements with a target in connection with a particular business combination, and a particular business combination may be conditioned on the retention or resignation of such key personnel. These agreements may provide for them to receive compensation 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 our company after the completion of our initial business

combination only if they are able to negotiate employment or consulting agreements in connection with the business combination. Such negotiations would take place simultaneously with the negotiation of the business combination and could provide for such individuals to receive compensation in the form of cash payments and / or our securities for services they would render to us after the completion of the business combination. Such negotiations also could make such key personnel' s retention or resignation a condition to any such agreement. The **- 36-** personal and financial interests of such individuals may influence their motivation in identifying and selecting a target, subject to their fiduciary duties under Nevada law. In addition, pursuant to an agreement to be entered into on or prior to the closing of our initial public offering, our Sponsor, upon and following consummation of an initial business combination, will be entitled to nominate three individuals for appointment to our board of directors, as long as ~~the~~ **our** Sponsor holds any securities covered by the registration and shareholder rights agreement. The officers and directors of an acquisition candidate may resign upon completion of our initial business combination. The loss of a business combination target' s key personnel could negatively impact the operations and profitability of our post-combination business. The role of an acquisition 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 acquisition candidate' s management team will remain associated with the acquisition candidate following our initial business combination, it is possible that members of the management of an acquisition candidate will not wish to remain in place. Our executive officers and directors 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 executive 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 a 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 executive officers is engaged in several other business endeavors for which he may be entitled to substantial compensation, and our executive officers are not obligated to contribute any specific number of hours per week to our affairs. Our independent directors also serve as officers and board members for other entities. If our executive 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. Certain of our officers and directors presently have, and any of them in the future may have additional, fiduciary or contractual obligations to other entities and, accordingly, 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 will continue to engage in the business of identifying and combining with one or more businesses or assets. Certain of our officers and directors presently have, and any of them in the future may have, additional fiduciary or contractual obligations to other entities, including **EchoStar and / or its affiliates, including** DISH ~~and EchoStar~~ , pursuant to which such officer or director is or will be required to present a business combination opportunity to such entity. Our amended and restated articles of incorporation provide that the corporate opportunity doctrine will not apply to our directors or officers in circumstances where it would conflict with any fiduciary duties or contractual obligations they may have, and that we renounce any expectancy that our directors or officers will offer such a corporate opportunity to us, except if all of the following conditions are satisfied: (a) we have expressed an interest in the business opportunity as determined from time to time by our board of directors as evidenced by resolutions ~~- 40-~~ appearing in our minutes; (b) the opportunity relates to a line of business in which we are then directly engaged; (c) the director or officer is permitted to refer the opportunity to us without violating any legal obligation; and (d) in the case of a director or officer who, at the time the opportunity is presented, has a fiduciary relationship to ~~DISH or~~ EchoStar, and the opportunity relates to a line of business in which **EchoStar and / or its affiliates, including** DISH **,** ~~or EchoStar~~ is then engaged or has expressed an interest, the director or officer has first referred the opportunity to ~~DISH or~~ EchoStar ~~, as applicable~~ , and that entity has declined to pursue the opportunity. In addition, our Sponsor, officers and directors may sponsor or form other special purpose acquisition companies similar to ours or may pursue other business or investment ventures during the period in which we are seeking an initial business combination. Any such companies, businesses or investments may present additional conflicts of interest in pursuing an initial business combination. Our executive 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, executive 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 **- 37-** we are a party or have an interest. In fact, we may enter into a business combination with a target that is affiliated with our directors or executive officers, including our Sponsor, although we do not intend to do so or we may acquire a target through an Affiliated Joint Acquisition. Nor do we 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. The personal and financial interests of our directors and officers may influence their motivation in timely identifying and selecting a target and completing a business combination. Consequently, our directors' and officers' discretion in identifying and selecting a suitable target may result in a conflict of interest when determining whether the terms, conditions and timing of a particular business combination are appropriate and in our stockholders' best interest. If this were the case, it would be a breach of their fiduciary duties to us as a matter of Nevada law and we or our stockholders might have a claim against such individuals for infringing on our stockholders' rights. However, we might not ultimately be successful in any claim we may make against them for such reason. We may engage in a business combination with one or more targets that have relationships with entities that may be affiliated with our Sponsor and its executive officers, directors or existing holders, which may raise potential conflicts of interest. In light of the involvement of our Sponsor and its executive officers and directors with other entities, we may decide to acquire one or more businesses affiliated with our Sponsor or its executive officers, directors or existing holders. Our directors also serve as officers and board members

for other entities. Such entities may compete with us for business combination opportunities. Despite our agreement to obtain an opinion from an independent investment banking firm or a valuation or appraisal firm regarding the fairness to our company from a financial point of view of a business combination with one or more domestic or international businesses affiliated with our Sponsor, executive officers, directors or existing holders, potential conflicts of interest still may exist and, as a result, the terms of the business combination may not be as advantageous to our public stockholders as they would be absent any conflicts of interest. Since our Sponsor, executive officers and directors will lose their entire investment in us if our initial business combination is not completed (other than with respect to public shares they may acquire after our initial public offering), a conflict of interest may arise in determining whether a particular business combination target is appropriate for our initial business combination. On August 28, 2020, our founder purchased an aggregate of 28, 750, 000 founder shares for $ 25, 000, or approximately $ 0. 001 per share and transferred 2, 875, 000 founder shares to Jason Kiser, our Chief Executive Officer, for approximately the same per- share price initially paid by our founder. On October 21, 2020, our founder and Jason Kiser contributed their founder shares to our Sponsor, in return for proportionate equity interests. On October 23, 2020, our Sponsor forfeited 7, 187, 500 founder shares, resulting in our Sponsor holding 21, 562, 500 founder shares. Additionally, on December 14, 2020, our Sponsor forfeited 2, 812, 500 founder shares, resulting in our Sponsor holding 18, 750, 000 founder shares. Prior to the initial investment in the company of $ 25, 000 by our founder, the company had no assets, tangible or intangible. The per share price of the founder shares was determined by dividing the amount of cash contributed to the company by the number of founder shares issued. The founder shares will be worthless if we do not complete an initial business combination. In addition, our Sponsor purchased an aggregate of 11, 333, 333 private placement warrants, each exercisable for one share of Class A common stock at $ 11. 50 per share, for an aggregate purchase price of $ 17, 000, 000, or $ 1. 50 per warrant, that will also be worthless if we do not complete our initial business combination. The personal and financial interests of our executive officers and directors may influence their motivation in identifying and selecting a target combination, completing an initial ~~- 41-~~ business combination and influencing the operation of the business following the initial business combination. This risk may become more acute as ~~June~~ **May** 3, ~~2023~~ **2024** nears, which is the deadline for our completion of an initial business combination. The requirements of being a public company may strain our resources and divert management' s attention. As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes- Oxley Act, the Dodd- Frank Wall Street Reform and Consumer Protection Act, the listing requirements of Nasdaq and other applicable securities rules and regulations. Compliance with these rules and regulations increase our legal and financial compliance costs, make some activities more difficult, time- consuming or costly and increase demand on our systems and resources, particularly because we are not an " emerging growth company. " The Sarbanes- Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight are required. As a result, management' s attention may be diverted from other business concerns, which could adversely affect our **- 38-** business and operating results. We may need to hire more employees in the future or engage outside consultants to comply with these requirements, which will increase our costs and expenses. Risks Related to Acquiring and Operating a Business in Foreign CountriesIf we effect our initial business combination with a company located outside of the United States, we would be subject to a variety of additional risks that may adversely affect us. If we pursue a target company with operations or opportunities outside of the United States for our initial business combination, we may face additional burdens in connection with investigating, agreeing to and completing such initial business combination, and if we effect such initial business combination, we would be subject to a variety of additional risks that may negatively impact our operations. If we pursue a target a company with operations or opportunities outside of the United States for our initial business combination, we would be subject to risks associated with cross- border business combinations, including in connection with investigating, agreeing to and completing our initial business combination, conducting due diligence in a foreign jurisdiction, having such transaction approved by any local governments, regulators or agencies and changes in the purchase price based on fluctuations in foreign exchange rates. If we effect our initial business combination with such a company, we would be subject to any special considerations or risks associated with companies operating in an international setting, including any of the following: ● costs and difficulties inherent in managing cross- border business operations; ● rules and regulations regarding currency redemption; ● complex corporate withholding taxes on individuals; ● laws governing the manner in which future business combinations may be effected; ● exchange listing and / or delisting requirements; ● tariffs and trade barriers; ● regulations related to customs and import / export matters; ● local or regional economic policies and market conditions; ● unexpected changes in regulatory requirements; ~~- 42-~~ ● challenges in managing and staffing international operations; ● longer payment cycles; ● tax issues, such as tax law changes and variations in tax laws as compared to the United States; ● currency fluctuations and exchange controls; ● rates of inflation; ● challenges in collecting accounts receivable; **- 39-** ● cultural and language differences; ● employment regulations; ● underdeveloped or unpredictable legal or regulatory systems; ● corruption; ● protection of intellectual property; ● social unrest, crime, strikes, riots and civil disturbances; ● regime changes and political upheaval; ● terrorist attacks and wars; and ● deterioration of political relations with the United States. We may not be able to adequately address these additional risks. If we were unable to do so, we may be unable to complete such initial business combination, or, if we complete such initial business combination, our operations might suffer, either of which may adversely impact our business, financial condition and results of operations. General Risk FactorsWe are a blank check company with no operating history and no revenues, and you have no basis on which to evaluate our ability to achieve our business objective. We are a blank check company incorporated under the laws of the State of Nevada with no operating results. Because we lack an operating history, you have no basis upon which to evaluate our ability to achieve our business objective of completing our initial business combination. We 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. Our independent registered public accounting firm' s

report contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a " going concern. " In connection with our assessment of going concern considerations in accordance with FASB' s Accounting Standards Update (" ASU ") 2014- 15, " Disclosures of Uncertainties about an Entity' s Ability to Continue as a Going Concern, " management determined that if we are unable to complete a business combination by ~~June~~ **May** 3, ~~2023~~ **2024**, then we will cease all operations except for the purpose of liquidating. The date for mandatory liquidation and subsequent dissolution as well as our current cash balance and working capital deficit raise substantial doubt about our ability to continue as a going concern. No adjustments have been made to the carrying ~~- 43 -~~ amounts of assets or liabilities should we be required to liquidate after ~~June~~ **May** 3, ~~2023~~ **2024**. We intend to complete a business combination before the mandatory liquidation date. 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 the members of our board of directors may be viewed as having breached their fiduciary duties to our creditors, thereby exposing the members of our board of directors and us 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 some or all amounts received by our stockholders. In addition, our board of directors may be viewed as having breached its fiduciary duty to our creditors and / or having acted in bad faith, by paying public stockholders from the trust account prior to addressing the claims of creditors, thereby exposing itself and us to claims of punitive damages. **- 40-** 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. Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our 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 are 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, including, without limitation, the SPAC **Final** ~~Rule~~ **Rules** ~~Proposals~~ discussed above, 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 ~~. 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 Nevada law, 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 the 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 by June 3, 2023 may be considered a liquidating distribution under Nevada law. We cannot assure you that we will properly assess all claims that may be potentially brought against us. As such, our stockholders could potentially be liable for any claims to the extent of distributions received by them (but no more). Any action or suit must be commenced within two years after the dissolution if the plaintiff knew or should have known the underlying facts on or before the dissolution, or within three years after the date of dissolution in all other cases. Furthermore, if the pro rata portion of the 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 by June 3, 2023 is not considered a liquidating distribution under Nevada 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 11. 380 of the NRS, the- 44- statute of limitations for claims of creditors against stockholders could be three years after the plaintiff knew or should have known the underlying facts~~. Past performance by our management team or their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, may not be indicative of future performance of an investment in us. Information regarding performance by, or businesses associated with, our management team and their affiliates, or businesses associated with them, is presented for informational purposes only. Past performance by such individuals and entities 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. You should not rely on the historical record of the performance of our management team or their affiliates or businesses associated with them as indicative of our future performance of an investment in us or the returns we will, or are likely to, generate going forward. Provisions in our amended and restated articles of incorporation and Nevada law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our shares of Class A common stock and could entrench management. Our amended and restated articles of incorporation contain provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. These provisions include: ● the ability of the board of directors to designate the terms of and issue new series of preferred stock, which may make more difficult the removal of management and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities; ● a staggered board of directors; and ● the fact that prior to the completion of our initial business combination only holders of

our founder shares, which have been issued to our Sponsor, are entitled to vote on the appointment of directors. All of these provisions may make more difficult the removal of management and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities. **- 41-** We are also subject to anti- takeover provisions under Nevada law, which could delay or prevent a change of control. Together these provisions 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. Cyber incidents or attacks directed at us could result in information theft, data corruption, operational disruption and / or financial loss. We **are a blank check company** ~~depend on digital technologies, including information systems, infrastructure and cloud applications and services, including those~~ **whose** ~~of third parties~~ **business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination** with ~~which~~ **one or more businesses or assets. We have no significant operations. Therefore, while management monitors our exposure to cybersecurity risk,** we ~~may deal~~ **have not adopted specific processes for assessing and managing such risks. The audit committee is generally responsible to discuss with management any significant risks or exposures, and as necessary report such risks or exposures to our board of directors** . 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. Provisions in our amended and restated articles of incorporation and Nevada law may have the effect of discouraging lawsuits against our directors and officers. Our amended and restated articles of incorporation require, unless we consent in writing to the selection of an alternative forum, the Eighth Judicial District Court of Clark County, Nevada, shall, to the fullest extent permitted by law, be the exclusive forum for any or all actions, suits, proceedings, whether civil, administrative or investigative or that asserts any claim or counterclaim, (a) brought in ~~- 45-~~ the name or right of our company or on our behalf; (b) asserting a claim for breach of any fiduciary duty owed by any director, officer, employee or agent of our company to us or our stockholders; (c) arising or asserting a claim pursuant to any provision of Chapters 78 or 92A of the NRS or any provision of our amended and restated articles of incorporation or bylaws; (d) to interpret, apply, enforce or determine the validity of our amended and restated articles of incorporation or bylaws; or (e) asserting a claim governed by the internal affairs doctrine. In the event that the Eighth Judicial District Court of Clark County, Nevada does not have jurisdiction over any such action, then any other state district court located in the State of Nevada shall be the exclusive forum for such action. In the event that no state district court in the State of Nevada has jurisdiction over any such action, then a federal court located within the State of Nevada shall be the exclusive forum for such action. Notwithstanding the foregoing, our amended and restated articles of incorporation provide that this exclusive forum provision will not apply to suits arising under (i) the Exchange Act or any other claim for which federal courts have exclusive jurisdiction and (ii) the Securities Act. Although we believe this provision benefits us by providing increased consistency in the application of Nevada 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. Certain agreements related to our initial public offering may be amended without stockholder approval. Each of the agreements related to our initial public offering to which we are a party, other than the warrant agreement and the investment management trust agreement, may be amended without stockholder approval. Such agreements are: the underwriting agreement; the letter agreement among us and our initial stockholders, Sponsor, officers and directors; the registration and stockholder rights agreement among us and our initial stockholders; and the private placement warrants purchase agreement between us and our Sponsor. These agreements contain various provisions that our public stockholders might deem to be material. For example, our letter agreement and the underwriting agreement contain certain lock- up provisions with respect to the founder shares, Independent Director Shares, private placement warrants and other securities held by our initial stockholders, Sponsor, officers and directors. Amendments to such agreements would require the consent of the applicable parties thereto and would need to be approved by our board of directors, which may do so for a variety of reasons, including to facilitate our initial business combination. While we do not expect our board of directors to approve any amendment to any of these agreements prior to our initial business combination, it may be possible that our board of directors, in exercising its business judgment and subject to its fiduciary duties, chooses to approve one or more amendments to any such agreement. Any amendment entered into in connection with the consummation of our initial business combination will be disclosed in our proxy materials or tender offer documents, as applicable, related to such initial business **- 42-** combination, and any other material amendment to any of our material agreements will be disclosed in a filing with the SEC. Any such amendments would not require approval from our stockholders, may result in the completion of our initial business combination that may not otherwise have been possible, and may have an adverse effect on the value of an investment in our securities. For example, amendments to the lock- up provision discussed above may result in our initial stockholders selling their securities earlier than they would otherwise be permitted, which may have an adverse effect on the price of our securities. Our search for a business combination, and any target with which we ultimately consummate a business combination, may be materially adversely affected by the COVID- 19 pandemic and the status of debt and equity markets. The COVID- 19 pandemic has resulted in, and a significant outbreak of other infectious diseases could result in, a widespread health crisis adversely affecting the economies and financial markets worldwide, potentially including the business of any potential target business with which we intend to consummate a business combination. Furthermore, we may be unable to complete a business combination if concerns relating to COVID- 19 continue to restrict travel, limit the ability to have meetings with potential investors or make it impossible or impractical to negotiate and consummate a transaction with the target company' s personnel, vendors and service providers in a timely manner, if at all. The extent to which COVID- 19 will impact our search for

a business combination will depend on future developments, which continue to be uncertain and cannot be predicted, including the actions to contain emerging variants of COVID- 19 or their impacts, among others. While vaccines for COVID- 19 have been developed, there is no guarantee that such vaccines will be durable. If any treatment or vaccine for COVID- 19 and any potentially emerging variants is ineffective or underutilized, any impact on our business may be prolonged. The disruptions posed by COVID- 19 or other public health emergencies, diseases or matters of global concern could materially adversely affect our ability to consummate a business combination, or the operations of a target business with which we ultimately consummate a business combination. ~~- 46-~~ In addition, our ability to consummate a transaction may depend on our ability to raise equity and debt financing which may be impacted by public health crises and other events, including as a result of increased market volatility, decreased market liquidity in third- party financing being unavailable on terms acceptable to us or at all. Such events may also have the effect of heightening other risks described in this " Risk Factors " section. We ~~may~~ face risks related to **our potential future acquisitions** ~~businesses in the TMT industry~~ . **Subsequent to** ~~Business combinations with businesses in~~ the ~~TMT industry~~ **Closing, we anticipate to grow through acquisition opportunities including, but not limited to, disruptive technologies and infrastructure assets, which will** entail special considerations and risks. If we are successful in completing ~~a business combination with~~ such a ~~target~~ **transaction** , we may be subject to, and possibly adversely affected by, the following risks: ● if we do not develop successful new products or **services or** improve existing ones, our business will suffer; ● we may invest in new lines of business that could fail to attract or retain users or generate revenue; ● we will face significant competition and if we are not able to maintain or improve our market share, our business could suffer; ● the loss of one or more members of our management team, or our failure to attract and retain other highly qualified personnel in the future, could seriously harm our business; ● if our security is compromised or if **one of** our ~~platform~~ **platforms** is subjected to attacks that frustrate or thwart our users' ability to access our products and services, our users, advertisers, and partners may cut back on or stop using our products and services altogether, which could seriously harm our business; ● ~~mobile~~ malware, viruses, hacking and phishing attacks, spamming, and improper or illegal use of our products could seriously harm our business and reputation; ● if we are unable to successfully grow our user base and further monetize our products or services, our business will suffer; **- 43-** ● if we are unable to protect our intellectual property, the value of our brand and other intangible assets may be diminished, and our business may be seriously harmed; ● we may be subject to regulatory investigations and proceedings in the future, which could cause us to incur substantial costs or require us to change our business practices in a way that could seriously harm our business; ● components used in our products **or services** may fail as a result of a manufacturing, design, or other defect over which we have no control, and render our devices inoperable; ● an inability to manage rapid change, increasing consumer expectations and growth; ● an inability to build strong brand identity and improve subscriber or customer satisfaction and loyalty; ● an inability to deal with our subscribers' or customers' privacy concerns; ● an inability to license or enforce intellectual property rights on which our business may depend; ● an inability by us, or a refusal by third parties, to license content to us upon acceptable terms; ● potential liability for negligence, copyright, or trademark infringement or other claims based on the nature and content of materials that we may distribute; **● competition for the leisure and entertainment time and discretionary spending of subscribers or customers, which may intensify in part due to advances in technology and changes in consumer expectations and behavior; ● disruption or failure of our networks, systems or technology as a result of misappropriation of data or other malfeasance, as well as outages, natural disasters, terrorist attacks, accidental releases of information or similar events; and ● our target company may have a significant need to raise capital to fund operations, serve customers and compete efficiently, and that capital may not be available on acceptable terms or at all. Any of the foregoing could have an adverse impact on our operations following such a transaction, and our efforts in identifying prospective targets are not limited to any particular industry. Global or regional conditions may adversely affect our business and our ability to consummate our initial business combination. Adverse changes in global or regional economic conditions periodically occur, including recession or slowing growth, changes, or uncertainty in fiscal, monetary or trade policy, higher interest rates, tighter credit, inflation, lower capital expenditures by businesses, increases in unemployment and lower consumer confidence and spending. Adverse changes in economic conditions can harm global business and adversely affect our ability to consummate our initial business combination. Such adverse changes could result from geopolitical and security issues, such as armed conflict and civil or military unrest, political instability, human rights concerns and terrorist activity, catastrophic events such as natural disasters and public health issues (including the COVID** - ~~47~~ **19 pandemic), supply chain interruptions, new or revised export, import or doing** - **business regulations, including trade sanctions and tariffs or other global or regional occurrences. In particular, in response to Russia' s invasion of Ukraine and the conflict in Israel and the surrounding areas, the United States, the European Union, and several other countries are imposing far- reaching sanctions and export control restrictions. These rising conflicts and the resulting market volatility could adversely affect global economic, political and market conditions. Additionally, tensions between the United States and China have led to increased tariffs and trade restrictions. The United States has imposed economic sanctions on certain Chinese individuals and entities and restrictions on the export of U. S.- regulated products and technology to certain Chinese technology companies. These and other global and regional conditions may adversely impact our business and our ability to consummate our initial business combination.- 44-**