Risk Factors Comparison 2025-04-03 to 2024-04-01 Form: 10-K

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An investment in our securities involves a high degree of risk. You should consider carefully all of the risks described below, together with the other information contained in this Form 10- K, before making a decision to invest in our securities. If any of the following events occur, our business, financial condition and operating results may be materially adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment **. Unless otherwise stated, the Risk Factors described below do not assume the closing of the proposed Horizon Business Combination. References to the term " initial Business Combination " in this section include the proposed Horizon Business Combination where context requires. Risks Relating to the Restatement of our Prior Period Financial Statements and Material Weakness This Annual Report includes a restatement of our unaudited condensed financial statements for the Affected Periods. This restatement may affect investor confidence, our stock price, our ability to complete an initial business combination, and may result in stockholder litigation. This Annual Report includes a restatement of our previously issued unaudited condensed financial statements contained in our (i) Quarterly Report on Form 10- Q as of and for the three months ended March 31, 2024, filed with the SEC on May 15, 2024, (ii) Quarterly Report on Form 10- Q as of and for the three and six months ended June 30, 2024, filed with the SEC on August 14, 2024, and (iii) Quarterly Report on Form 10- Q as of and for the three and nine months ended September 30, 2024, filed with the SEC on November 14, 2024. As described elsewhere in this Annual Report, in January 2024 and April 2024, the Company withdrew a total of approximately $ 1. 9 million of funds from the Trust Account for purposes of payment of tax liabilities and tax estimates, and such funds were deposited into the Company' s operating account. Funds representing interest earned on the amounts held in the Trust Account are permitted to be withdrawn from the Trust Account for the payment of taxes under the Company' s Charter and the terms of the Trust Agreement. On April 17, 2024, the Company paid approximately $ 0. 89 million for 2023 taxes, leaving approximately $ 0. 97 million remaining to be used for upcoming tax estimates. The Company used approximately $ 0. 69 million of the balance of the withdrawn funds for the payment of general operating expenses. Management determined that the use of funds was not in accordance with the Trust Agreement, and, in March 2025, the Sponsor advanced approximately $ 0. 73 million to the Company representing the amount of such operating expenses plus approximately $ 0. 04 million in respect of interest that would have been earned on the remaining amount of approximately $ 0. 97 million for the period from the original withdrawals to the date of the advance. The Company paid an aggregate of approximately $ 0. 75 million for tax obligations on March 21, 2025. On March 25, 2025, the Company re- contributed to the Trust Account approximately $ 0. 22 million of the remaining amounts not used for payment of taxes plus approximately $ 0. 04 million in respect of interest that would have been earned had such funds remained in the Trust Account. In each of the Affected Periods, the Company incorrectly calculated the redemption value of its Class A common stock subject to possible redemption due to the incorrect calculation of amounts allowed to be withdrawn from the Trust Account under the Trust Agreement. The errors were identified as part of the preparation of the Company' s financial statements for the year ended December 31, 2024. The existence of the errors, along with the improper use of funds that were restricted for the payment of taxes, may have the effect of eroding investor confidence in the Company and our financial reporting and accounting practices and processes, may negatively impact the trading price of our Class A common stock, may negatively effect our ability to complete an initial business combination, and may result in stockholder litigation. We have identified a material weakness in our internal control over financial reporting. This material weakness could continue to adversely affect our ability to report our results of operations and financial condition accurately and in a timely manner. Our management is responsible for establishing and maintaining adequate internal control over financial reporting designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Our management is likewise required, on a quarterly basis, to evaluate the effectiveness of our internal controls and to disclose any changes and material weaknesses identified through such evaluation in those internal controls. A material weakness is a deficiency, or a combination of deficiencies, in internal 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 on a timely basis. As described elsewhere in this Annual Report, we identified an error in the formula for the redemption value for Class A shares subject to possible redemption as of March 31, 2024, June 30, 2024 and September 30, 2024, which resulted in a material misstatement of our Class A common stock subject to possible redemption and the accumulated deficit and related financial disclosures in each of the Affected Periods. As a result, our management has concluded that a material weakness existed in the Company' s internal control over financial reporting as of December 31, 2024, and that the Company' s disclosure controls and procedures were ineffective as of December 31, 2024. See Part II Item 9A – Controls and Procedures within this Annual Report for a description of these matters. The Company intends to take steps to remediate this material weakness, including plans to increase scrutiny over Trust Account balances, to enhance documentation of processes, and to increase communication among the Company' s management and board of directors. The elements of our remediation plan can only be accomplished over time, and we can offer no assurance that these initiatives will ultimately have the intended effects. For a discussion of management' s consideration of the material weakness identified related to the calculations for redemption value for Public Shares subject to possible redemption, see " Note 2 — Restatement of Previously Issued**

Financial Statements ” to the accompanying consolidated financial statements, as well as Part II, Item 9A: Controls and Procedures included in this Annual Report. Efforts to remediate this material weakness may not be effective or prevent any future material weakness or significant deficiency in our internal control over financial reporting. If our efforts are not successful or other material weaknesses or control deficiencies occur in the future, we may be unable to report our financial results accurately on a timely basis, which could cause our reported financial results to be materially misstated and result in the loss of investor confidence and cause the market price of our Class A common stock to decline. We can give no assurance that the measures we have taken or plan to take in the future will remediate the material weakness identified or that any additional material weaknesses or restatements of financial results will not arise in the future due to a failure to implement and maintain adequate internal control over financial reporting or circumvention of these controls. We may face litigation and other risks as a result of the material weakness in our internal control over financial reporting. After consultation with our audit committee, our management and our audit committee concluded that it was appropriate to restate our previously issued unaudited financial statements as of March 31, 2024, June 30, 2024 and September 30, 2024. As discussed elsewhere in this Annual Report, we identified a material weakness in our internal controls over financial reporting related to the calculations for redemption value for Class A shares subject to possible redemption. As a result of such material weakness, the restatement of our financial statements for the Affected Periods and other matters raised or that may in the future be raised by the SEC, we face potential for litigation or other disputes which may include, among others, claims invoking the federal and state securities laws, contractual claims or other claims arising from the restatement and material weaknesses in our internal control over financial reporting and the preparation of our financial statements. As of the date of this Annual Report, we have no knowledge of any such litigation or dispute. However, we can provide no assurance that such litigation or dispute will not arise in the future. Any such litigation or dispute, whether successful or not, could have a material adverse effect on the business of the combined company and its results of operations and financial condition . Risks Relating to our Search for, Consummation of, or Inability to Consummate, a Business Combination and Post- Business Combination Risks Our Public Shareholders may not be afforded an opportunity to vote on our 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 Shareholders do not support such a combination. We may choose not to hold a shareholder vote to approve our initial Business Combination if the Business Combination would not require shareholder approval under applicable law or stock exchange listing requirement. Except for as required by applicable law or stock exchange requirement, the decision as to whether we will seek shareholder approval of a proposed Business Combination or will allow shareholders to sell their shares to us in a tender offer will be made by us, solely in our discretion, and will be based on a variety of factors, such as the timing of the transaction and whether the terms of the transaction would otherwise require us to seek shareholder approval. Even if we seek shareholder approval of our initial Business Combination, the Sponsor will participate in the vote on such approval. Accordingly, we may complete our initial Business Combination even if a majority of our Public Shareholders do not approve of the Business Combination we complete. ~~Your~~ **Our Public Shareholders’** only opportunity to affect the investment decision regarding a potential Business Combination may be limited to the exercise of ~~your~~ **their** right to redeem ~~your~~ **their** Public Shares from us for cash. At the time of ~~your~~ investment in us, ~~you will~~ **our Public Shareholders were** not ~~be~~ provided with an opportunity to evaluate the specific merits or risks of our initial Business Combination. Since our board of directors may complete a Business Combination without seeking shareholder approval, Public Shareholders may not have the right or opportunity to vote on the Business Combination, unless we seek such shareholder vote. Accordingly, ~~your~~ **their** only opportunity to affect the investment decision regarding our initial Business Combination may be limited to exercising ~~your~~ **their** redemption rights within the period of time (which will be at least 20 business days) set forth in our tender offer documents mailed to our Public Shareholders in which we describe our initial Business Combination. If we seek shareholder approval of our initial Business Combination, our initial shareholders and management team have agreed to vote in favor of such initial Business Combination, regardless of how our Public Shareholders vote. Our initial shareholders own 40. 3 % of our outstanding common stock. Our Initial Shareholders and management team also may from time to time purchase Class A Shares prior to our initial Business Combination. Our Charter provides that, if we seek shareholder 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. As a result, in addition to our initial shareholders’ Founder Shares, we would need 379, 418, or 16. 2 %, of the 2, 338, 586 outstanding Public Shares be voted in favor of an initial Business Combination in order to have our initial Business Combination approved (assuming all outstanding shares are voted) **. If only a minimum quorum of outstanding shares of common stock were present at such meeting, then the Company would not need any Public Shares to be voted in favor of an initial Business Combination in order to have our initial Business Combination approved** . Accordingly, if we seek shareholder approval of our initial Business Combination, the agreement by our initial shareholders and management team to vote in favor of our initial Business Combination will increase the likelihood that we will receive the requisite shareholder approval for such initial Business Combination. The ability of our Public Shareholders to redeem their Public 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 Shareholders exercise their redemption rights, we would not be able to meet such closing condition and, as a result, would not be able to proceed with the Business Combination. Consequently, if accepting all properly submitted redemption requests would 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. **16** The ability of our Public Shareholders to exercise redemption rights with respect to a large number of our Public Shares may not allow us to complete the most desirable Business Combination or optimize our capital structure. At the time we enter into an agreement for our initial Business Combination, we will not know how many shareholders may exercise their redemption rights, and therefore will need to structure the transaction based on our expectations as to the number of Public 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 Public 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 Shares results in the issues of Class A Shares on a greater than one- to- one basis upon conversion of the Class B Shares 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 Public Shares that are redeemed in connection with an initial Business Combination. The per share amount we will distribute to Public Shareholders 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 Shareholders to exercise redemption rights with respect to a large number of our Public Shares could increase the probability that our initial Business Combination would be unsuccessful and that ~~you~~ **they** would have to wait for liquidation in order to redeem ~~your~~ **their** Public 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~~ **our Public Shareholders** would not receive ~~your~~ **their** pro rata portion of the Trust Account until we liquidate the Trust Account. If ~~you are~~ **a shareholder is** in need of immediate liquidity, ~~you~~ **they** could attempt to sell ~~your~~ **their** 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~~ **a shareholder** may suffer a material loss on ~~your~~ **their** investment or lose the benefit of funds expected in connection with ~~your~~ **their** exercise of redemption rights until we liquidate or ~~you~~ **they** are able to sell ~~your~~ **their** shares in the open market. ~~15~~ The requirement that we complete our initial Business Combination within the Combination Period may give potential target businesses 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 shareholders. Any potential target business with which we enter into negotiations concerning a Business Combination will be aware that we must complete our initial Business Combination within the Combination Period. Consequently, such target business 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 business, **17** we may be unable to complete our initial Business Combination with any target business. This risk will increase as we get closer to the end of the Combination Period. 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. Our search for a Business Combination, and any target business with which we ultimately consummate a Business Combination, may be materially adversely affected by events that are outside of our control, such as increased geopolitical unrest, pandemic outbreaks (such as COVID- 19), and volatility in the debt and equity markets. Our ability to find a potential target business and the business of any potential target business with which we may consummate a Business Combination could be materially and adversely affected by events that are outside of our control. For example, geopolitical unrest, including war, terrorist activity and acts of civil or international hostility are increasing. Similarly, other events outside of our control, including natural disasters, climate- related events, pandemics or health crises (such as the COVID- 19 pandemic) may arise from time to time. Any such events may cause significant volatility and declines in the global markets, disproportionate impacts to certain industries or sectors, disruptions to commerce (including to economic activity, travel and supply chains), loss of life and property damage, and may adversely affect the global economy or capital markets, and the business of any potential target business with which we may consummate a Business Combination could be materially and adversely affected. In addition, our ability to consummate a transaction may be dependent on the ability to raise equity and debt financing which may be impacted by these 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. Recent increases in inflation in the United States and elsewhere could make it more difficult for us to consummate a Business Combination. Recent increases in inflation in the United States and elsewhere may be leading to increased price volatility for publicly traded securities, including ours, and may lead to other national, regional and international economic disruptions, any of which could make it more difficult for us to consummate a Business Combination. We may not be able to complete our initial Business Combination within the Combination Period, 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 business and complete our initial Business Combination within the Combination Period. 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. If we have not completed our initial Business Combination within such time period, we will: (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem one hundred percent (100 %) of the

Offering Shares in consideration of a per- share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its taxes (less up to $ 100, 000 of interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely extinguish rights of the Public Shareholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the ~~Corporation~~ **Company** ' s obligations under the MBCA to provide for claims of creditors and other requirements of applicable law. ~~16~~ **18** If we seek shareholder approval of our initial Business Combination, our Sponsor, directors, executive officers, advisors and their affiliates may elect to purchase Public Shares or Public Warrants from Public Shareholders, which may influence a vote on a proposed Business Combination and reduce the public " float " of our Class A Shares. If we seek shareholder approval of our initial Business Combination and we do not conduct redemptions in connection with our initial Business Combination pursuant to the tender offer rules, our Sponsor, directors, executive officers, advisors or their affiliates may purchase Public 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 Public Shares or Public Warrants our Sponsor, directors, officers, advisors or their affiliates may purchase in such transactions, subject to compliance with applicable law and the NYSE American 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 Public Shares or Public Warrants in such transactions. Such purchases may include a contractual acknowledgment that such shareholder, although still the record holder of our shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that our Sponsor, directors, executive officers, advisors or their affiliates purchase Public Shares in privately negotiated transactions from Public Shareholders who have already elected to exercise their redemption rights, such selling shareholders would be required to revoke their prior elections to redeem their shares. The purpose of any such purchases of Public Shares could be to increase the likelihood of obtaining shareholder approval of the Business Combination or to satisfy a closing condition in an agreement with a target that requires us to have a certain amount of cash at the closing of our initial Business Combination, where it appears that such requirement would otherwise not be met. The purpose of any such purchases of Public Warrants could be to reduce the number of Public Warrants outstanding or to vote such warrants on any matters submitted to the warrant holders for approval in connection with our initial Business Combination. Any such purchases of our securities may result in the completion of our initial Business Combination that may not otherwise have been possible. In addition, if such purchases are made, the public " float " of our Class A Shares or Public Warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to obtain or maintain the quotation, listing or trading of our securities on a national securities exchange. However, in the event our Sponsor, directors, executive officers, advisors and their affiliates were to purchase shares or warrants from Public Shareholders, such purchases would by structured in compliance with the requirements of Rule 14e- 5 under the Exchange Act. See " Item 1. Business – Effecting Our Initial Business Combination — Permitted Purchases of Public Shares and Public Warrants " for more information. Our Sponsor may decide not to extend the term we have to consummate our initial Business Combination, 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 initially had 15 months from the closing of the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , or January 4, 2024, to consummate an initial Business Combination. The Company' s Charter also provided that the Company could, by resolution of the board of directors, extend the period of time to consummate a Business Combination twice by an additional 3 month period (for a total of 21 months to complete a Business Combination), subject to the Sponsor depositing into the Trust Account $ 631, 900 in the aggregate for each extension. The Sponsor did not intend to deposit such Prior Contributions into the Trust Account. Accordingly, following January 4, 2024, the Company would have been forced to liquidate. The Company' s board of directors determined that, in order for the Company to have additional time to **19** complete a Business Combination in a more cost effective manner, it would be in the best interests of the Company and its shareholders to extend the Prior Outside Date to allow for a period of additional time to consummate the ~~business~~ **Business** ~~combination~~ **Combination** . On January 2, 2024, the Company held a Special Meeting. At the Special Meeting, the Company' s shareholders approved an amendment of the Company' s Charter to extend the date by which the Company has to consummate a Business Combination ~~up to twenty- three (23) times for an additional one (1) month each time~~ from January 4, 2024 to January 29, 2024 and to allow the Company, without another shareholder vote, by resolution of the board of directors, to elect to further extend the Extended Date up to twenty- three times for an additional one month each time, until up to December 29, 2025, only if the Sponsor or its designee would deposit into the Trust Account as a loan, (i) on or before January 4, 2024, with respect to the initial extension, an amount of $ 41, 667, and (ii) one business day following the public announcement by us disclosing that the board of directors has determined to implement an additional monthly extension, with respect to each such Additional Extension, an amount of $ 50, 000. In connection with the shareholder approval of the Extension, an aggregate of 3, 980, 414 Public Shares were redeemed, and the Company paid approximately $ ~~40~~ **42** . ~~4~~ **0** million accordingly on January 4, 2024. ~~17~~ Our shareholders will not be entitled to vote or redeem their Public Shares in connection with any such Additional Extension. However, our shareholders will be entitled to vote and redeem their Public Shares in connection with a shareholder meeting held to approve an initial Business Combination or in a tender offer undertaken in connection with an initial Business Combination if we propose such a Business Combination. In order for the time available for us to consummate our initial Business Combination to be extended, our ~~sponsor~~ **Sponsor** or its affiliates or designees must deposit into the Trust Account one business day following the public announcement by us disclosing that the board of directors has determined to implement an additional monthly extension, with respect to each such Additional Extension, an amount of $ 50, 000. **Up to $ 1, 500, 000 of** ~~Such~~ **such** ~~Contribution~~ **Contributions in the Trust**

Account may be converted into warrants upon the consummation of our initial Business Combination, at a price of $ 1. 00 per warrant, at the option of our Sponsor. The warrants would be identical to the Private Placement Warrants. If we complete our initial Business Combination, and our Sponsor decides not to convert the Contribution into warrants, we would repay such loaned amounts out of the proceeds of the Trust Account released to us after payment of all redeeming Public Shareholders. If we do not complete a Business Combination, the aggregate amount of the Contribution would be repaid paid at our liquidation only from funds held outside of the Trust Account or will be forfeited, eliminated or otherwise forgiven. Any such Contributions would be in addition to the Overfunding Loans and any working capital loans made to us. Our Sponsor and its affiliates or designees are not obligated to fund the Trust Account to extend the time for us to complete our initial Business Combination. If we are unable to consummate our initial Business Combination within the applicable time period, we will: (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem one hundred percent (100 %) of the ~~Offering~~ **Public** Shares in consideration of a per- share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its taxes (less up to $ 100, 000 of interest to pay dissolution expenses), by (B) the total number of then outstanding ~~Offering~~ **Public** Shares, which redemption will completely extinguish rights of the Public Shareholders (including the right to receive further liquidating distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation' s obligations under the MBCA to provide for claims of creditors and other requirements of applicable law. There will be no redemption rights or liquidating distributions with respect to our warrants if we fail to complete our initial Business Combination within the Combination Period. **20** Our current life term is on a month- to- month basis and our existence is subject to our board' s sole discretion, as well as contingent on the Sponsor depositing the Contribution into the Trust Account. ~~Where~~ **If** the board of directors elects to wind up the Company' s operations earlier than the Extended Date or Additional Extended Date, or the Sponsor fails to deposit the Contribution, we would cease all operations except for the purpose of winding up and we would redeem our Public Shares and liquidate. On January 2, 2024, the Company held a Special Meeting of its shareholders. At the Special Meeting, the Company' s shareholders approved an amendment to the Company' s Charter to extend the date by which the Company has to consummate a Business Combination from January 4, 2024 to January 29, 2024 and to allow the Company, without another shareholder vote, by resolution of the board of directors, to elect to further extend the Extended Date up to twenty- three times for an additional one month each time, until up to December 29, 2025, only if the Sponsor or its designee would deposit into the Trust Account as a loan, (i) on or before January 4, 2024, with respect to the initial extension, an amount of $ 41, 667, and (ii) one business day following the public announcement by us disclosing that the board of directors has determined to implement an additional monthly extension, with respect to each such Additional Extension, an amount of $ 50, 000. ~~18~~ At the Special Meeting, the Company' s shareholders also amended the Charter to permit the board of directors, in its sole discretion, to elect to wind up our operations on an earlier date than the Extended Date or Additional Extended Date, as applicable, as determined by the board of directors and included in a public announcement. The board of directors may therefore, in its sole discretion, elect to wind up the Company' s operations on an earlier date than the Combination Period. The Additional Extensions are also subject to the Sponsor depositing into the Trust Account as a loan one business day following the public announcement by the Company disclosing that the board of directors has determined to extend the date by which the Company must consummate a ~~business~~ **Business** ~~combination~~ **Combination** for an additional month, with respect to each such additional monthly extension, an amount of $ 50, 000. The Sponsor is not obligated to do so and may choose at any time not to. In either event, the Company would cease all operations except for the purpose of winding up and would redeem its Public Shares and liquidate. If a shareholder 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 Public Shares, such Public 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. Despite our compliance with these rules, if a shareholder fails to receive our proxy materials or tender offer documents, as applicable, such shareholder may not become aware of the opportunity to redeem its Public 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 Shareholders 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 date on which the vote on the proposal to approve the initial Business Combination is to be held. In addition, if we conduct redemptions in connection with a shareholder vote, we intend to require a Public Shareholder 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 shareholder fails to comply with these or any other procedures disclosed in the proxy or tender offer materials, as applicable, its Public Shares may not be redeemed. ~~You~~ **21 Our Public Shareholders** will not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. Therefore, to liquidate ~~your~~ **their** investment, ~~you~~ **they** may be forced to sell ~~your~~ **their** Public Shares or warrants, potentially at a loss. Our Public Shareholders 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 Public Shares that such shareholder properly elected to redeem, subject to the limitations described herein, (ii) the redemption of any Public Shares properly tendered in connection with a shareholder vote to amend our Charter 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 within the Combination Period or with respect to any other material provisions relating to shareholders' rights or pre- initial Business Combination activity, and (iii) the redemption of our Public Shares if we are unable to complete an initial Business Combination within the Combination Period, subject to applicable law and as further described herein. In addition, if our plan to redeem our Public Shares if we are unable to complete an initial Business Combination within the Combination Period is not completed for any reason, compliance with Massachusetts law may require that we submit a plan of dissolution to our then- existing shareholders for approval prior to the distribution of the proceeds held in our Trust Account. In that case, Public Shareholders may be forced to wait beyond the Combination Period before they receive funds from our Trust Account. In no other circumstances will a Public Shareholder 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~~ **their** investment, ~~you~~ **a Public Shareholder** may be forced to sell ~~your~~ **their** Public Shares or warrants, potentially at a loss. ~~19 You~~ **Our Public Shareholders** will not be entitled to protections normally afforded to investors of many other blank check companies. Since the net proceeds of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering**, the sale of the Private Placement Warrants, the Overfunding Loans, and the Contributions are intended to be used to complete an initial Business Combination with a target business that has not been selected, we may be deemed to be a " blank check " company under the United States securities laws. However, we are exempt from rules promulgated by the SEC to protect investors in blank check companies, such as Rule 419. Accordingly, investors will not be afforded the benefits or protections of those rules. Among other things, this means we will have a longer period of time to complete our initial Business Combination than do companies subject to Rule 419. Moreover, if our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** had been subject to Rule 419, that rule would prohibit the release of any interest earned on funds held in the Trust Account to us unless and until the funds in the Trust Account were released to us in connection with our completion of an initial Business Combination. Because of our limited resources and the significant competition for Business Combination opportunities, attractive targets may become scarcer and there may be more competition, making it more costly and more difficult for us to complete our initial Business Combination. If we are unable to complete our initial Business Combination, our Public Shareholders may receive only their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. We expect to encounter competition from other entities having a business objective similar to ours, including private investors (which may be individuals or investment partnerships), other blank check companies and other entities, 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 **22** 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 will be relatively limited when contrasted with those of many of these competitors. While we believe there are numerous target businesses we could potentially acquire with the net proceeds of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering**, the sale of the Private Placement Warrants, the Overfunding Loans and the Contributions, our ability to compete with respect to the acquisition of certain target businesses that are sizable will be limited by our available financial resources. This inherent competitive limitation gives others an advantage in pursuing the acquisition of certain target businesses. Furthermore, we are obligated to offer holders of our Public Shares the right to redeem their Public Shares for cash at the time of our initial Business Combination in conjunction with a shareholder 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 are unable to complete our initial Business Combination, our Public Shareholders may receive only their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. There will be no redemption rights or liquidating distributions with respect to our warrants. In recent years, the number of special purpose acquisition companies that have been formed has increased substantially. Many potential targets for special purpose acquisition companies have already entered into an initial ~~business~~ **Business** ~~combination~~ **Combination**, and there are still many special purpose acquisition companies seeking targets for their initial ~~business~~ **Business** ~~combination~~ **Combination**, as well as many such companies currently in registration. As a result, at times, fewer attractive targets may be available, and it may require more time, more effort and more resources to identify a suitable target and to consummate an initial ~~business~~ **Business** ~~combination~~ **Combination**. In addition, because there are more special purpose acquisition companies seeking to enter into an initial ~~business~~ **Business** ~~combination~~ **Combination** with available targets, the competition for available targets with attractive fundamentals or business models may increase, which could cause target companies to demand improved financial terms. Attractive deals could also become scarcer for other reasons, such as economic or industry sector downturns, geopolitical tensions or increases in the cost of additional capital needed to close ~~business~~ **Business** ~~combinations~~ **Combinations** or operate targets post- ~~business~~ **Business** ~~combination~~ **Combination**. This could increase the cost of, delay or otherwise complicate or frustrate our ability to find and consummate an initial Business Combination, and may result in our inability to consummate an initial Business Combination on terms favorable to our investors altogether. ~~20~~ If the net proceeds of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** and the sale of the Private Placement Warrants not being held in the Trust Account are insufficient to allow us to operate for at least the Combination Period, it could limit the amount available to fund our search for a target business or businesses 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. As of December 31, ~~2023~~ **2024**, we had ~~de minimis~~ **approximately $ 309, 000 in** cash and working capital deficit of approximately $ 2. ~~1~~ **3** million ~~(including tax obligations of approximately $ 885, 000 that may be paid using investment income earned in the Trust Account)~~. Of the funds available to us outside of the Trust Account, 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 business. 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 target businesses from " shopping "

around for transactions with other companies or investors on terms more favorable to such target businesses) 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 business 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 business. **23** In order to provide the Contribution and to finance transaction costs in connection with a Business Combination, the Company issued the Convertible Note to an affiliate of the Sponsor with a principal amount up to $ 1. 75 million on January 2, 2024. If we are required to seek additional capital for consummating an initial Business Combination, 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 working capital loans may be convertible into warrants of the post- Business Combination entity at a price of $ 1. 00 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 our Trust Account. If we are unable to complete our initial Business Combination because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the Trust Account. Consequently, our Public Shareholders may only receive an estimated $ 10. 15 per share, or possibly less, on our redemption of our Public Shares. There will be no redemption rights or liquidating distributions with respect to our warrants. 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~~ **our shareholders** to lose some or all of ~~your~~ **their** investment. Even if we conduct extensive due diligence on a target business with which we combine, we cannot **ensure** ~~assure you~~ that this diligence will identify all material issues that may be present with a particular target business, that it would be possible to uncover all material issues through a customary amount of due diligence, or that factors outside of the target business and outside of our control will not later arise. As a result of these factors, we may be forced to later write- down or write- off assets, restructure our operations, or incur impairment or other charges that could result in our reporting losses. Even if our due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analysis. Even though these charges may be non- cash items and not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our securities. In addition, charges of this nature may cause us to violate net worth or other covenants to which we may be subject as a result of assuming pre- existing debt held by a target business or by virtue of our obtaining debt financing to partially finance the initial Business Combination or thereafter. Accordingly, any shareholders or warrant holders who choose to remain shareholders or warrant holders following the Business Combination could suffer a reduction in the value of their securities. Such shareholders 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. ~~21~~ 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 shareholders may be less than $ 10. 15 per share. Our placing of funds in the Trust Account may not protect those funds from third party claims against us. Although we will seek to have all vendors, service providers (except for our independent registered public **24** accounting firm), prospective target businesses and other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account for the benefit of our Public Shareholders, 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~~ **Company** under the circumstances. The underwriter of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** as well as our registered independent public accounting firm will 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 are unable to complete our initial Business Combination within the prescribed timeframe, or upon the exercise of a redemption right in connection with our initial Business Combination, we will be required to provide for payment of claims of creditors that were not waived that may brought against us within the 10 years following redemption. Accordingly, the per- share redemption amount received by Public Shareholders could be less than the $ 10. 15 per Public Share initially held in the Trust Account, due to claims of such creditors. Pursuant to the letter agreement the form of which was filed in connection with our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , our

Sponsor has agreed that it will be liable to us if and to the extent any claims by a third party for services rendered or products sold to us, or a prospective target business with which we have entered into a written letter of intent, confidentiality or other similar agreement or Business Combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) $ 10. 15 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. 15 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 business who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under our indemnity of the underwriter of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** against certain liabilities, including liabilities under the Securities Act. However, we have not asked our Sponsor to reserve for such indemnification obligations, nor have we independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and we believe that our Sponsor' s only assets are securities of our ~~company~~ **Company** . Therefore, we cannot **ensure** ~~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. 15 per ~~public~~ **Public** ~~share~~ **Share** . In such event, we may not be able to complete our initial Business Combination, and ~~you would~~ **our Public Shareholders will** receive such lesser amount per share in connection with any redemption of ~~your~~ **their** Public Shares. None of our officers or directors will indemnify us for claims by third parties including, without limitation, claims by vendors and prospective target businesses. ~~22~~ Our directors may decide not to enforce the indemnification obligations of our Sponsor, resulting in a reduction in the amount of funds in the Trust Account available for distribution to our Public Shareholders. **25** In the event that the proceeds in the Trust Account are reduced below the lesser of (i) $ 10. 15 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. 15 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 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 Shareholders may be reduced below $ 10. 15 per share. We may not have sufficient funds to satisfy indemnification claims of our directors and executive officers. We have agreed to indemnify our officers and directors to the fullest extent permitted by law. However, our officers and directors have agreed to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account and to not seek recourse against the Trust Account for any reason whatsoever. Accordingly, any indemnification provided will be able to be satisfied by us only if (i) we have sufficient funds outside of the Trust Account or (ii) we consummate an initial Business Combination. Our obligation to indemnify our officers and directors may discourage shareholders from bringing a lawsuit against our officers or directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against our officers and directors, even though such an action, if successful, might otherwise benefit us and our shareholders. Furthermore, a shareholder' s investment may be adversely affected to the extent we pay the costs of settlement and damage awards against our officers and directors pursuant to these indemnification provisions. If, after we distribute the proceeds in the Trust Account to our Public Shareholders, 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 Shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, any distributions received by shareholders 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 shareholders. 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 Shareholders from the Trust Account prior to addressing the claims of creditors, thereby exposing itself and us to claims of punitive damages. If, before distributing the proceeds in the Trust Account to our Public Shareholders, 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 shareholders and the per- share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. **26** If, before distributing the proceeds in the Trust Account to our Public Shareholders, 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 shareholders. To the extent any bankruptcy claims deplete the Trust Account, the per- share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. ~~23~~ Our shareholders may be held liable for claims by third parties against us to the extent of distributions received by them upon redemption of their Public Shares. Under the Massachusetts Business Corporation Act (the " MBCA "), shareholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution. The pro rata portion of our Trust Account distributed to our Public Shareholders upon the redemption of our Public Shares in the event we do not complete our initial Business Combination before the end of the Combination Period may be considered a liquidating distribution under Massachusetts law. If a corporation complies with certain procedures set forth in Sections 14. 06, 14. 07 and 14. 08 of the MBCA intended to ensure that it makes reasonable provision for all claims against it, any liability of shareholders with respect to a liquidating distribution

is limited to the lesser of such shareholder' s pro rata share of the claim or the amount distributed to the shareholder within three years of dissolution, and any liability of the shareholder would be barred after the third anniversary of the dissolution. However, it is our intention to redeem our Public Shares as soon as reasonably possible following the 15th month from the closing of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** in the event we do not complete our initial Business Combination and, therefore, we do not intend to comply with the foregoing procedures. We plan to make adequate provision, by payment or otherwise, for all of the corporation' s then existing and reasonably foreseeable debts, liabilities and obligations, based on facts known to us at such time that will provide for our payment of all existing and pending claims or claims that may be potentially brought against us following our dissolution. However, because we are a blank check company, rather than an operating company, and our operations will be limited to searching for prospective target businesses to acquire, the only likely claims to arise would be from our vendors (such as lawyers, investment bankers, etc.) or prospective target businesses. We cannot **ensure** ~~assure you~~ that we will properly assess all claims that may be potentially brought against us. As such, our shareholders could potentially be liable for any claims to the extent of distributions received by them (but no more) and any liability of our shareholders may extend beyond the third anniversary of such date. We have not and may not hold an annual meeting of shareholders until after the consummation of our initial Business Combination, which could delay the opportunity for our shareholders to elect directors. In accordance with the NYSE American' s corporate governance requirements, we are not required to hold an annual meeting until no later than one year after our first fiscal year end following our listing on the NYSE American. Under Section 7. 01 of the MBCA, we are, however, required to hold an annual meeting of shareholders for the purposes of electing directors in accordance with our amended and restated bylaws unless such election is made by written consent in lieu of such a meeting. We have not and may not hold an annual meeting of shareholders to elect new directors prior to the consummation of our initial Business Combination, and thus we may not be in compliance with Section 7. 01 of the MBCA, which requires an annual meeting. Therefore, if our shareholders want us to hold an annual meeting prior to the consummation of our initial Business Combination, they may attempt to force us to hold one by submitting an application to the Superior Court of Suffolk County in the Commonwealth of Massachusetts in accordance with Section 7. 03 of the MBCA. **27** Because we are neither limited to evaluating a target business in a particular industry sector ~~nor have we selected any specific target businesses with which to pursue our initial Business Combination~~ , ~~you~~ **our shareholders** will be unable to ascertain the merits or risks of any particular target business' s operations. Our efforts to identify a prospective initial Business Combination target will not be limited to a particular industry, sector or geographic region. While we may pursue an initial Business Combination opportunity in any industry or sector, we intend to capitalize on the ability of our management team to identify, acquire and operate a business or businesses that can benefit from our management team' s established global relationships and operating experience. Our management team has extensive experience in identifying and executing strategic investments globally and has done so successfully in a number of sectors. Our Charter prohibits 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 business with respect to a Business Combination, there is no basis to evaluate the possible merits or risks of any particular target business' s operations, results of operations, cash flows, liquidity, financial condition or prospects. To the extent we complete our initial Business Combination, we may be affected by numerous risks inherent in the business operations with which we combine. For example, if we combine with a financially unstable business or an entity lacking an established record of sales or earnings, we may be affected by the risks inherent in the business and operations of a financially unstable or a development stage entity. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we cannot **ensure** ~~assure you~~ that we will properly ascertain or assess all of the significant risk factors or that we will have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. We also cannot **ensure** ~~assure you~~ that an investment in our securities will ultimately prove to be more favorable to investors than a direct investment, if such opportunity were available, in a Business Combination target. Accordingly, any shareholders or warrant holders who choose to remain shareholders or warrant holders following the Business Combination could suffer a reduction in the value of their securities. Such shareholders 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. ~~24~~ We may seek Business Combination opportunities in industries or sectors that may be outside of our management' s areas of expertise. We will consider a Business Combination outside of our management' s areas of expertise if a Business Combination candidate is presented to us and we determine that such candidate offers an attractive Business Combination opportunity for our ~~company~~ **Company** . Although our management will endeavor to evaluate the risks inherent in any particular Business Combination candidate, we cannot **ensure** ~~assure you~~ that we will adequately ascertain or assess all of the significant risk factors. We also cannot **ensure** ~~assure you~~ that an investment in our securities will not ultimately prove to be less favorable to investors in our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** than a direct investment, if an opportunity were available, in a Business Combination candidate. In the event we elect to pursue a Business Combination outside of the areas of our management' s expertise, our management' s expertise may not be directly applicable to its evaluation or operation, and the information contained in the prospectus dated September 29, 2022 filed in connection with our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** regarding the areas of our management' s expertise would not be relevant to an understanding of the business that we elect to acquire. As a result, our management may not be able to ascertain or assess adequately all of the relevant risk factors. Accordingly, any shareholders who choose to remain shareholders following our initial Business Combination could suffer a reduction in the value of their shares. Such shareholders are unlikely to have a remedy for such reduction in value. **28** Although we have identified general criteria and guidelines that we believe are important in evaluating prospective target

businesses, we may enter into our initial Business Combination with a target that does not meet such criteria and guidelines, and as a result, the target business with which we enter into our initial Business Combination may not have attributes entirely consistent with our general criteria and guidelines. Although we have identified general criteria and guidelines for evaluating prospective target businesses, it is possible that a target business with which we enter into our initial Business Combination will not have all of these positive attributes. If we complete our initial Business Combination with a target that does not meet some or all of these guidelines, such combination may not be as successful as a combination with a business that does meet all of our general criteria and guidelines. In addition, if we announce a prospective Business Combination with a target that does not meet our general criteria and guidelines, a greater number of shareholders may exercise their redemption rights, which may make it difficult for us to meet any closing condition with a target business that requires us to have a certain amount of cash at the closing of our initial Business Combination. In addition, if shareholder approval of the transaction is required by law, or we decide to obtain shareholder approval for business or other legal reasons, it may be more difficult for us to attain shareholder approval of our initial Business Combination if the target business does not meet our general criteria and guidelines. If we are unable to complete our initial Business Combination, our Public Shareholders may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. ~~25~~ We are not required to obtain an opinion from an independent investment banking firm or from a valuation or appraisal firm, and consequently, ~~you~~ **our shareholders** may have no assurance from an independent source that the price we are paying for the business is fair to our shareholders 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 business or businesses (including with the assistance of financial advisors), we are not required to obtain an opinion from an independent investment banking firm which is a member of FINRA or from a valuation or appraisal firm that the price we are paying is fair to our shareholders from a financial point of view. If no opinion is obtained, our shareholders 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. Additionally, pursuant to the NYSE American rules, any initial Business Combination must be approved by a majority of our independent directors. Resources could be wasted in researching Business Combinations that are not completed, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we are unable to complete our initial Business Combination, our Public Shareholders may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. We anticipate that the investigation of each specific target business and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If we decide not to complete a specific initial Business Combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, if we reach an agreement relating to a specific target business, we may fail to complete our initial Business Combination for any number of reasons including those beyond our control. Any such event will result in a loss to us of the related costs **29** incurred which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we are unable to complete our initial Business Combination, our Public Shareholders may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. There will be no redemption rights or liquidating distributions with respect to our warrants. We may have a limited ability to assess the management of a prospective target business and, as a result, may affect our initial Business Combination with a target business whose management may not have the skills, qualifications or abilities to manage a public company. When evaluating the desirability of effecting our initial Business Combination with a prospective target business, our ability to assess the target business' s management may be limited due to a lack of time, resources or information. Our assessment of the capabilities of the target business' s management, therefore, may prove to be incorrect and such management may lack the skills, qualifications or abilities we suspected. Should the target business' 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 shareholders or warrant holders who choose to remain shareholders or warrant holders following the Business Combination could suffer a reduction in the value of their securities. Such shareholders 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 solicitation or tender offer materials, as applicable, relating to the Business Combination contained an actionable material misstatement or material omission. ~~26~~ Our key personnel may negotiate employment or consulting agreements with a target business 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~~ **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 personal and financial interests of such individuals may influence their motivation in identifying and selecting a target business, subject to their fiduciary duties under Massachusetts law. 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 shareholders' investment in us. Although

we have no commitments as of the date of this Form 10- K 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; **30** • 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 Shares; • 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 Shares 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. ~~27~~ We may only be able to complete one Business Combination with the proceeds of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , the sale of the Private Placement Warrants, the Overfunding Loans, and the Contributions, 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, ~~2023~~ **2024** , we had **approximately** $ **25. 6 million** ~~67, 545, 266~~ in investments held in Trust Account that we may use to complete our initial Business Combination (including $ 2, 211, 650 currently held in the Trust Account that will be used to pay for deferred underwriting commissions). We may effectuate our initial Business Combination with a single target business or multiple target businesses simultaneously or within a short period of time. However, we may not be able to effectuate our initial Business Combination with more than one target business because of various factors, including the existence of complex accounting issues and the requirement that we prepare and file pro forma financial statements with the SEC that present operating results and the financial condition of several target businesses as if they had been operated on a combined basis. By completing our initial Business Combination with only a single entity, our lack of diversification may subject us to numerous economic, competitive and regulatory developments. Further, we would not be able to diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have **31** 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 simultaneously complete Business Combinations with multiple prospective targets, which may hinder our ability to complete our initial Business Combination and give rise to increased costs and risks that could negatively impact our operations and profitability. If we determine to simultaneously acquire several businesses that are owned by different sellers, we will need for each of such sellers to agree that our purchase of its business is contingent on the simultaneous closings of the other Business Combinations, which may make it more difficult for us, and delay our ability, to complete our initial Business Combination. 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 Combination with a company that is not as profitable as we suspected, if at all. ~~28~~ If we effect our initial Business Combination with a company that is active in the professional services industry, we would be subject to a variety of additional risks that may adversely affect us, including the dependence on generating and maintaining ongoing, profitable client demand for services and solutions that are being provided and the adaptation and expansion of services and solutions in response to ongoing changes in technology and offerings. In the professional services industry, revenue and profitability depend on the demand for services and solutions with favorable margins, which could be negatively affected by numerous factors, many of which will be beyond our control and unrelated to our work product. Volatile, negative or uncertain global economic and political conditions and lower growth or contraction in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. Our success will depend, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the evolving needs of clients. Examples of areas of significant change include digital-, cloud- and security- related offerings, which are continually evolving, as well as developments in areas such as **32** artificial intelligence, augmented reality, automation, blockchain, Internet of Things, quantum and Edge computing, infrastructure and network engineering, intelligent connected products, digital

engineering and manufacturing, and as- a- service solutions. If we effect our initial Business Combination with a company that is active into these new areas, we may be exposed to operational, legal, regulatory, ethical, technological and other risks specific to such new areas, which may negatively affect our reputation and demand for our services and solutions. If 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; • challenges in managing and staffing international operations; ~~29~~ • longer payment cycles; • tax issues, including, but not limited to, rules regarding controlled foreign corporations or passive foreign investment companies, tax law changes and variations in tax laws as compared to the United States; • currency fluctuations and exchange controls; **33** • rates of inflation; • challenges in collecting accounts receivable; • 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. 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 shareholders or warrant holders do not agree. Our Charter does not provide a specified maximum redemption threshold. The definitive agreement for our 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, but it may not impose such requirements. As a result, we may be able to complete our initial Business Combination even though a substantial majority of our Public Shareholders do not agree with the transaction and have redeemed their Public Shares or, if we seek shareholder 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 Public 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 Public Shares 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 Public Shares in connection with such initial Business Combination, all Public Shares submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate Business Combination. ~~30~~ In order to effectuate an initial Business Combination, special purpose acquisition companies have, in the recent past, amended various provisions of their charters and other governing instruments, including their warrant agreements. We cannot **ensure** ~~assure you~~ that we will not seek to amend our Charter, other governing instruments, or certain agreements related to our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** in a manner that will make it easier for us to complete our initial Business Combination that our shareholders may not support, and such amendments may be done without shareholder approval. **34** In order to effectuate a Business Combination, special purpose acquisition companies have, in the recent 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~~ **Business** ~~combination~~ **Combination**, increased redemption thresholds and extended the time to consummate an initial ~~business~~ **Business** ~~combination~~ **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 Charter requires the approval of holders of 65 % of our common stock, and amending our warrant agreement requires a vote of holders of at least 50 % of the Public Warrants 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 Charter requires us to provide our Public Shareholders with the opportunity to redeem their Public Shares for cash if we propose an amendment to our Charter to modify the substance or timing of our obligation to redeem 100 % of our Public Shares if we do not complete an initial business within the Combination Period, or with respect to any other material provisions relating to shareholders' 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 the offering, we would register, or seek an exemption from registration for, the affected securities. We cannot **ensure** ~~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. Each of the agreements related to our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** to which we are a party, other than the warrant

agreement and the Investment Management Trust Agreement, may be amended without shareholder approval. Such agreements are: the underwriting agreement; the letter agreement among us and our Sponsor, officers and directors; the registration rights agreement among us and our initial shareholders; the private placement warrants purchase agreement between us and our Sponsor; and the administrative services agreement among us, our Sponsor and an affiliate of our Sponsor. These agreements contain various provisions that our Public Shareholders 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, Private Placement Warrants and other securities held by our initial shareholders, 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 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 shareholders, 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 shareholders selling their securities earlier than they would otherwise be permitted, which may have an adverse effect on the price of our securities. ~~31~~ **35** The provisions of our Charter that relate to our pre- Business Combination activity (and corresponding provisions of the agreement governing the release of funds from our Trust Account) may be amended with the approval of holders of 65 % of our **outstanding** common stock, which is a lower amendment threshold than that of some other special purpose acquisition companies. It may be easier for us, therefore, to amend our Charter to facilitate the completion of an initial Business Combination that some of our shareholders may not support. Our Charter provides that any of its provisions related to pre- Business Combination activity (including the requirement not release the funds held in the Trust Account except in specified circumstances, and to provide redemption rights to Public Shareholders as described herein) may be amended if approved by holders of 65 % of our **outstanding** common stock ~~entitled to vote thereon~~ and corresponding provisions of the Investment Management Trust Agreement governing the release of funds from our Trust Account may be amended if approved by holders of 65 % of our **outstanding** common stock ~~entitled to vote thereon~~ . In all other instances, our Charter may be amended by holders of a majority of our outstanding common stock ~~entitled to vote thereon~~ , subject to applicable provisions of the MBCA or applicable stock exchange rules. Our Sponsor, which beneficially owns 40. 3 % of our common stock, may participate in any vote to amend our Charter and / or Investment Management Trust Agreement and will have the discretion to vote in any manner it chooses. As a result, we may be able to amend the provisions of our Charter which govern our pre- Business Combination behavior more easily than some other special purpose acquisition companies, and this may increase our ability to complete a Business Combination with which ~~you~~ **our shareholders** do not agree. Our shareholders may pursue remedies against us for any breach of our Charter. Our Sponsor, executive officers, and directors have agreed, pursuant to written agreements with us, that they will not propose any amendment to our Charter 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 within the Combination Period, or with respect to any other material provisions relating to shareholders' rights or pre- initial Business Combination activity, unless we provide our Public Shareholders with the opportunity to redeem their Class A Shares upon approval of any such amendment at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to us to pay our taxes, divided by the number of then outstanding Public Shares. Our shareholders 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 for any breach of these agreements. As a result, in the event of a breach, our shareholders would need to pursue a shareholder derivative action, subject to applicable law. We may be unable to obtain additional financing to complete our initial Business Combination or to fund the operations and growth of a target business, which could compel us to restructure or abandon a particular Business Combination. **If** ~~We have not selected any specific Business Combination target but intend to target businesses 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 **for our initial Business Combination** exceeds the amount available from the Trust Account, net of amounts needed to satisfy any redemption by Public Shareholders, we may be required to seek additional financing to complete such initial Business Combination. We cannot **ensure** ~~assure you~~ that such financing will be available on acceptable terms, if at all. To the extent that additional financing proves to be unavailable when needed to complete our initial Business Combination, we would be compelled to either restructure the transaction or abandon that particular Business Combination and seek an alternative target business candidate. Further, 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 are unable to complete our initial Business Combination, our Public Shareholders may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. In addition, even if we do not need additional financing to complete our initial Business Combination, we may require such **36** financing to fund the operations or growth of the target business. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the target business. None of our officers, directors or shareholders is required to provide any financing to us in connection with or after our initial Business Combination. ~~32~~ Our Sponsor controls a substantial interest in us and thus may exert a substantial influence on

actions requiring a shareholder vote, potentially in a manner that ~~you~~ **some shareholders** do not support. Our Sponsor owns 40. 3 % of our issued and outstanding common stock. Accordingly, the Sponsor may exert a substantial influence on actions requiring a shareholder vote, potentially in a manner that ~~you~~ **some shareholders** do not support, including amendments to our Charter. In addition, our board of directors, whose members were initially elected by our Sponsor, is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. We have not and may not hold an annual meeting of shareholders to elect new directors prior to the completion of our initial Business Combination, in which case all of the current directors will continue in office until at least the completion of the Business Combination. If there is an annual meeting, as a consequence of our " staggered " board of directors, only a minority of the board of directors will be considered for election and our initial shareholders, because of their ownership position, will have considerable influence regarding the outcome. Accordingly, our initial shareholders will continue to exert control at least until the completion of our initial Business Combination. Because we must furnish our shareholders with target business financial statements, we may lose the ability to complete an otherwise advantageous initial Business Combination with some prospective target businesses. The federal proxy rules require that the proxy statement with respect to the vote on an initial ~~business~~ **Business** ~~combination~~ **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 target businesses we may acquire because some targets may be unable to provide such financial statements in time for us to disclose such statements in accordance with federal proxy rules and complete our initial Business Combination within the prescribed time frame. Compliance obligations under the Sarbanes- Oxley Act may make it more difficult for us to effectuate our initial Business Combination, require substantial financial and management resources, and increase the time and costs of completing an initial Business Combination. Section 404 of the Sarbanes- Oxley Act requires that we evaluate and report on our system of internal controls ~~beginning with this Annual Report on Form 10- K for the year ending December 31, 2023~~. Only in the event we are deemed to be a large accelerated filer or an accelerated filer, and no longer qualify as an emerging growth company, will we ~~be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. Further, for as long as we remain an emerging growth company, we will not~~ be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes- Oxley Act particularly burdensome on us as compared to other public companies because a target business with which we seek to complete our initial Business Combination may not be in compliance with the provisions of the Sarbanes- Oxley Act regarding adequacy of its internal controls. The development of the internal control of any such entity to achieve compliance with the Sarbanes- Oxley Act may increase the time and costs necessary to complete any such Business Combination. **37** Changes in laws or regulations or how such laws or regulations are interpreted or applied, or a failure to comply with any laws or regulations, may adversely affect our business, including our ability to negotiate and complete our initial Business Combination, and results of operations. We are and will be subject to laws and regulations, and interpretations and applications of such laws and regulations enacted by national, regional, state and local governments and, potentially, foreign jurisdictions. In particular, we will be required to comply with certain SEC and other legal requirements, our Business Combination may be contingent on our ability to comply with certain laws, regulations, interpretations and applications and any post- Business Combination company may be subject to additional laws, regulations, interpretations and applications. Compliance with, and monitoring of, the foregoing may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application may also change from time to time, including as a result of changes in economic, political, social and government policies, and those changes could have a material adverse effect on our business, including our ability to negotiate and complete our initial Business Combination, 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. ~~33~~ On January 24, 2024, the SEC issued final rules (the " 2024 SPAC Rules "), effective as of July 1, 2024, that formally adopted some of the SEC' s proposed rules for SPACs that were released on March 30, 2022. The 2024 SPAC Rules, among other items, impose additional disclosure requirements in ~~initial~~ **Initial** ~~public~~ **Public** ~~offerings~~ **Offerings** by SPACs and ~~business~~ **Business** ~~combination~~ **Combination** transactions involving SPACs and private operating companies; amend the financial statement requirements applicable to ~~business~~ **Business** ~~combination~~ **Combination** transactions involving such companies; update and expand guidance regarding the general use of projections in SEC filings, as well as when projections are disclosed in connection with proposed ~~business~~ **Business** ~~combination~~ **Combination** transactions; increase the potential liability of certain participants in proposed ~~business~~ **Business** ~~combination~~ **Combination** transactions; and could impact the extent to which SPACs could become subject to regulation under the Investment Company Act of 1940. The 2024 SPAC Rules may materially adversely affect our business, including our ability to negotiate and complete, and the costs associated with, our initial Business Combination, and results of operations. Risks Relating to our Sponsor, Advisors and Management Team We are dependent 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. **38** 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 business, however, cannot presently be ascertained. Although some of our key personnel may remain with the target business in senior management or advisory positions following our initial Business Combination, it is likely that some or all of the management of the target business will remain in place. While we intend to closely scrutinize any individuals we engage after our initial Business Combination, we cannot **ensure** ~~assure you~~ that our assessment of these individuals will prove to be correct. These individuals may be unfamiliar with the requirements of operating a company regulated by the SEC, which could cause us to have to expend time and resources helping them become familiar with such requirements. 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. ~~34~~ Our executive officers and directors will allocate their time to other businesses thereby causing conflicts of interest in their determination as to how much time to devote to our affairs. This conflict of interest could have a negative impact on our ability to complete our initial Business Combination. Our 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 ~~, including Coliseum Acquisition Corp. (" Coliseum "), a special purpose acquisition company sponsored by affiliates of our Sponsor~~ . 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. 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. ~~Since~~ **Until** the ~~completion~~ **consummation** of our initial ~~public offering and until we consummate our initial~~ Business Combination, we ~~engage~~ **are** in the business of identifying and combining with one or more businesses. Each of our officers and directors presently has, and any of them in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director is or will be required to present a Business Combination opportunity to such entity ~~, including Coliseum, which is sponsored by affiliates of our Sponsor~~ . Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in our favor and a potential target business may be presented to another entity prior to its presentation to us. Our Charter provides that we renounce our interest in any corporate opportunity offered to any director or officer unless such **39** opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the company and such opportunity is one we are legally and contractually permitted to undertake and would otherwise be reasonable for us to pursue, and to the extent the director or officer is permitted to refer that opportunity to us without violating another legal obligation. In addition, our Sponsor and our 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. Each of our officers and directors presently has, and any of them in the future may have additional, fiduciary or contractual obligations to another entity pursuant to which such officer or director is or will be required to present a Business Combination opportunity to such entity ~~, including Coliseum. Our Charter provides that we renounce our interest in any corporate opportunity offered to any director or officer unless such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the company and such opportunity is one we are legally and contractually permitted to undertake and would otherwise be reasonable for us to pursue, and to the extent the director or officer is permitted to refer that opportunity to us without violating another legal obligation~~ . Accordingly, if any of our officers or directors becomes aware of a ~~business~~ **Business** ~~combination~~ **Combination** opportunity which is suitable for an entity to which he or she has then current fiduciary or contractual obligations ~~(including Coliseum)~~ , he or she will honor his or her fiduciary or contractual obligations to present such ~~business~~ **Business** ~~combination~~ **Combination** opportunity to such other entity. We do not believe, however, that the fiduciary duties or contractual obligations of our officers or directors will materially affect our ability to complete our initial Business Combination. In addition, our Sponsor and our 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. ~~35 In particular, affiliates of our Sponsor are currently sponsoring one other blank check company: Coliseum. Coliseum raised $ 150 million in gross proceeds from an initial public offering in June 2021 and has a window in which it may complete its initial Business Combination that overlaps with the corresponding window we have. Further, Mr. You, our Chairman, serves as the Chairman of Coliseum and Mr. Wert, our~~

~~director, serves as Chief Executive Officer and a director for Coliseum. Any such companies, including Coliseum, may present additional conflicts of interest in pursuing an acquisition target. However, we do not believe that any such potential conflicts would materially affect our ability to complete our initial Business Combination because our management team has significant experience in identifying and executing multiple acquisition opportunities simultaneously, and as we believe there are a number of potential opportunities within the industries and geographies of our primary focus.~~ For a complete discussion of our executive officers' and directors' business affiliations and the potential conflicts of interest ~~that you should be aware of~~ , please see " Directors, Executive Officers, and Corporate Governance — Directors and Executive Officers " and " Directors, Executive Officers, and Corporate Governance — Conflicts of Interest. " 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 we are a party or have an interest. In fact, we may enter into a Business Combination with a target business that is affiliated with our Sponsor, our directors or executive officers, although we do not intend to do so. 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 business and completing a Business Combination. Consequently, our directors' and officers' discretion in identifying and selecting a suitable target business 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 shareholders' best interest. If this were the case, it might be a breach of their fiduciary duties to us as a matter of Massachusetts law and we or our shareholders might have a claim against such individuals for infringing on our shareholders' 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 target businesses that have relationships with entities that may be affiliated with our Sponsor, executive officers, directors or existing holders which may raise potential conflicts of interest. **40** In light of the involvement of our Sponsor, executive officers and directors with other entities, we may decide to acquire one or more businesses affiliated with our Sponsor, executive officers, directors or existing holders. Our directors also serve as officers and board members for other entities, including, without limitation, those described under " Directors, Executive Officers, and Corporate Governance — Conflicts of Interest. " Such entities may compete with us for Business Combination opportunities. Our Sponsor, officers and directors are not currently aware of any specific opportunities for us to complete our initial Business Combination with any entities with which they are affiliated, and there have been no substantive discussions concerning a Business Combination with any such entity or entities. Although we will not be specifically focusing on, or targeting, any transaction with any affiliated entities, we would pursue such a transaction if we determined that such affiliated entity met our criteria for a Business Combination and such transaction was approved by a majority of our independent and disinterested directors. Despite our agreement to obtain an opinion from an independent investment banking firm which is a member of FINRA or a valuation or appraisal firm regarding the fairness to our ~~company~~ **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 Shareholders as they would be absent any conflicts of interest. ~~36~~ We may engage our underwriter or one of its respective affiliates to provide additional services to us after the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , 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. Our underwriter is entitled to receive deferred commissions that will be released from the trust only on a completion of an initial Business Combination. These financial incentives may cause it to have potential conflicts of interest in rendering any such additional services to us, including, for example, in connection with the sourcing and consummation of an initial Business Combination. We may engage our underwriter or one of their respective 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 offering or arranging debt financing. We may pay such underwriter or its affiliate 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 that are conditioned on the completion of an initial Business Combination. The underwriter' s or its respective affiliates' financial interests 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. Since our Sponsor, executive officers and directors will lose their entire investment in us if our initial Business Combination is not completed, a conflict of interest may arise in determining whether a particular Business Combination target is appropriate for our initial Business Combination. On March 16, 2022, our Sponsor purchased an aggregate 2, 875, 000 Founder Shares for a total price of $ 25, 000, or approximately $ 0. 009 per share. On September 8, 2022, our Sponsor surrendered to us 718, 750 Founder Shares for no consideration, resulting in our Sponsor owning 2, 156, 250 Founder Shares and increasing the approximate price paid per Founder Share to $ 0. 012. On September 29, 2022, our Sponsor surrendered to us an additional 431, 250 Founder Shares for no consideration, resulting in our Sponsor owning 1, 725, 000 Founder Shares and increasing the approximate price paid per Founder Share to $ 0. 015. In addition, on October 11, 2022, further to the underwriter' s partial exercise of the over- allotment option and forfeiture of the remaining amount, our Sponsor forfeited 145, 250 Founder Shares. Mr. You, the manager of our Sponsor, has voting and investment discretion with respect to the common stock held by our Sponsor. Our Sponsor intends to transfer **certain** ~~25, 000~~ Founder Shares to ~~each of Darla Anderson, Francesca Luthi, Charles Wert and Constance Weaver,~~ our independent directors ~~,~~ upon the completion of our initial Business Combination ~~, resulting in our Sponsor holding at that time 1, 625, 000 Founder Shares~~ . Prior to the initial investment in the **41** ~~company~~ **Company** of $

25, 000 by our Sponsor, the ~~company~~ **Company** had no assets, tangible or intangible. The Founder Shares will be worthless if we do not complete an initial Business Combination. In addition, our Sponsor has purchased an aggregate of 2, 884, 660 Private Placement Warrants, each exercisable for one Class A Share at $ 11. 50 per share, for an aggregate purchase price of $ 2, 884, 660, or $ 1. 00 per Private Placement Warrant, that will also be worthless if we do not complete our initial Business Combination. In addition, the Sponsor and Mr. You have loaned to the Company an aggregate of **approximately** $ **2. 0 million** ~~1, 139, 517~~ as of **December 31, 2024** ~~the date of this Form 10- K~~, consisting of **$ 947, 850 in** Overfunding Loans **, $ 641, 667 in Convertible Notes** and ~~Contributions~~ **approximately $ 390, 000 in advances**. If we do not complete our initial Business Combination, we will not repay the Overfunding Loans or Contributions from the funds held in the Trust Account, and we would likely not have other available funds outside of the Trust Account to repay the Overfunding Loans and Contributions in connection with the extensions. The personal and financial interests of our executive officers and directors may influence their motivation in identifying and selecting a target Business Combination, completing an initial Business Combination and influencing the operation of the business following the initial Business Combination. This risk may become more acute as the end of the Combination Period nears. Our management may not maintain control of a target business after our initial Business Combination. We cannot provide assurance that, upon loss of control of a target business, new management will possess the skills, qualifications or abilities necessary to profitably operate such business. We may structure our initial Business Combination so that the post- transaction company in which our Public Shareholders own shares will own less than 100 % of the equity interests or assets of a target business, but we will only complete such Business Combination if the post- transaction company owns or acquires 50 % or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for us not to be required to register as an investment company under the Investment Company Act. We will not consider any transaction that does not meet such criteria. Even if the post- transaction company owns 50 % or more of the voting securities of the target, our shareholders 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 Class A Shares in exchange for all of the outstanding capital stock of a target. In this case, we would acquire a 100 % interest in the target. However, as a result of the issuance of a substantial number of new Class A Shares, our shareholders immediately prior to such transaction could own less than a majority of our outstanding Class A Shares subsequent to such transaction. In addition, other minority shareholders may subsequently combine their holdings resulting in a single person or group obtaining a larger share of the ~~company~~ **Company** ' s shares than we initially acquired. Accordingly, this may make it more likely that our management will not maintain control of the target business. ~~37~~ Risks Relating to our Securities The value of the Founder Shares following completion of our initial Business Combination is likely to be substantially higher than the nominal price paid for them, even if the trading price of our common stock at such time is substantially less than $ 10. 00 per share. Our Sponsor has invested **(i)** ~~in us an aggregate of~~ $ ~~4~~ **2**, ~~049~~ **909**, ~~177~~ **660**, ~~comprised~~ **consisting** of the $ 25, 000 purchase price for the Founder Shares ~~,~~ **plus** the $ 2, 884, 660 purchase price for the Private Placement Warrants, **and (ii) approximately $ 2. 0 million in loans, consisting of** the $ 947, 850 Overfunding Loans **,** ~~and the~~ $ ~~191~~ **641**, 667 in ~~Contributions made~~ **Convertible Notes and approximately $ 390, 000** in **advances** ~~connection to the Additional Extensions~~. Assuming a trading price of $ 10. 00 per share upon consummation of our initial Business Combination, the 1, 579, 750 Founder Shares would have an aggregate implied value of $ 15, 797, 500. Even if the trading price of our common stock were as low as $ 1. ~~91~~ **84** per share, the **42** value of the Founder Shares would be equal to the $ 2, 909, 660 invested by our Sponsor to purchase the Founder Shares and Private Placement Warrants. As a result, our Sponsor is likely to be able to make a substantial profit on its investment in us at a time when our Public Shares have lost significant value (whether because of a substantial amount of redemptions of our Public Shares or any other reason). Accordingly, our management team, which owns interests in our Sponsor, may be more willing to pursue a Business Combination with a riskier or less- established target business than would be the case if our Sponsor had paid the same per share price for the Founder Shares as our Public Shareholders paid for their Public Shares. 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~~ **Public** ~~warrants~~ **Warrants** could be increased, the exercise period could be shortened and the number of Class A Shares purchasable upon exercise of a Public Warrant could be decreased, all without ~~your~~ **holder** 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 for the purpose of (i) curing any ambiguity or to correct any defective provision or mistake, including to conform the provisions of the warrant agreement to the description of the terms of the warrants and the warrant agreement set forth in this Annual Report, (ii) adjusting the provisions relating to cash dividends on shares of common stock as contemplated by and in accordance with the warrant agreement or (iii) adding or changing any provisions with respect to matters or questions arising under the warrant agreement as the parties to the warrant agreement may deem necessary or desirable and that the parties deem to not adversely affect the rights of the registered holders of the warrants, provided that the approval by the holders of at least 50 % of the then outstanding Public Warrants is required to make any change that adversely affects the interests of the registered holders of the 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 Class A Shares purchasable upon exercise of a warrant. ~~38~~ Our warrant agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our

warrants, which could limit the ability of warrant holders to obtain a favorable judicial forum for disputes with our ~~company~~ **Company** . Our warrant agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, these provisions of the warrant agreement will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of our warrants shall be deemed to have notice of and to have consented to the forum provisions in our warrant agreement. If any action, the subject matter **43** of which is within the scope the forum provisions of the warrant agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a " foreign action ") in the name of any holder of our warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an " enforcement action "), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder' s counsel in the foreign action as agent for such warrant holder. This choice- of- forum provision may limit a warrant holder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with our ~~company~~ **Company** , which may discourage such lawsuits. Alternatively, if a court were to find this provision of our warrant agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and board of directors. To the extent our warrants ever become exercisable, we may redeem ~~your~~ unexpired **Public** ~~warrants~~ **Warrants** prior to their exercise at a time that is disadvantageous to ~~you~~ **the holders of such Public Warrants** , thereby making ~~your~~ **such** warrants worthless. To the extent our warrants ever become exercisable, we have the ability to redeem the outstanding Public Warrants at any time after they become exercisable and prior to their expiration, at a price of $ 0. 01 per warrant, provided that the closing price of our Class A Shares equals or exceeds $ 18. 00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) 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. 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~~ **holders** to (i) exercise ~~your~~ **their** warrants and pay the exercise price therefor at a time when it may be disadvantageous for ~~you~~ **them** to do so, (ii) sell ~~your~~ **their** warrants at the then- current market price when ~~you~~ **they** might otherwise wish to hold ~~your~~ **their** warrants or (iii) accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, we expect would be substantially less than the market value of ~~your~~ **the** warrants. None of the Private Placement Warrants will be redeemable by us so long as they are held by our Sponsor or its permitted transferees. ~~39~~ In addition, we have the ability to redeem the outstanding Public 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 Class A Shares equals or exceeds $ 10. 00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) 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 prior to redemption for a number of Class A Shares determined based on the redemption date and the fair market value of our Class A Shares. The value received upon exercise of the warrants (i) 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 (ii) may not compensate the holders for the value of the warrants, including because the number of Class A Shares received is capped at 0. 361 Class A Shares per warrant (subject to adjustment) irrespective of the remaining life of the warrants. **44** 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 Class A Shares and make it more difficult to effectuate our initial Business Combination. We ~~have~~ issued warrants to purchase 3, 159, 500 Class A Shares as part of the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** and, simultaneously with the closing of the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , we ~~have~~ issued in a private placement an aggregate of 2, 884, 660 Private Placement Warrants, each exercisable to purchase one Class A Share at $ 11. 50 per share. We have also issued a Convertible Note to an affiliate of our Sponsor in connection with the Contribution and advances our Sponsor may make in the future to us for working capital expenses, with a principal amount up to $ 1. 75 million. Upon the consummation of our initial Business Combination, **up to $ 1, 500, 000 of** the outstanding principal of the Convertible Note may be converted into warrants, at a price of $ 1. 00 per warrant, at the option of the Payee. Any working capital loans, including the above Convertible Note, made by our Sponsor or an affiliate of our Sponsor or certain of our officers and directors, up to a total of $ 1, 500, 000, may be convertible into warrants of the post- Business Combination entity at a price of $ 1. 00 per warrant at the option of the lender. To the extent we issue common stock to effectuate a business transaction, the potential for the issuance of a substantial number of additional Class A Shares upon exercise of these warrants could make us a less attractive acquisition vehicle to a target business. Such warrants, when exercised, will increase the number of issued and outstanding Class A Shares and reduce the value of the Class A Shares 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 business. Our warrants are recognized and accounted

for as derivative liabilities in accordance with **FASB** ASC 815 and will be recorded at fair value upon issuance with changes in fair value each period reported in earnings, which may have an adverse effect on the market price of our Class A Shares or may make it more difficult for us to consummate an initial Business Combination. Following the consummation of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** and the concurrent issuance of the Private Placement of warrants to our Sponsor, 6, 044, 160 warrants were issued in connection with the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** (comprised of the 3, 159, 500 warrants included in the units and the 2, 884, 660 Private Placement Warrants) in accordance with the guidance contained in **FASB** ASC 815- 40. Such guidance provides that because the warrants do not meet the criteria for equity treatment thereunder, each warrant must be recorded as a liability. Accordingly, we have classified each of the warrants as a liability at its fair value as determined by us based upon a valuation report obtained from an independent third party valuation firm. At each reporting period (1) the accounting treatment of the warrants is re- evaluated for proper accounting treatment as a liability or equity and (2) the fair value of the liability of the public and private warrants is remeasured and the change in the fair value of the liability is recorded as other income (expense) in our income statement. Changes in the inputs and assumptions for the valuation model we use to determine the fair value of such liability may have a material impact on the estimated fair value of the embedded derivative liability. The share price of our Class A Shares represents the primary underlying variable that impacts the value of the derivative instruments. Additional factors that impact the value of the derivative instruments include the volatility of our stock price, discount rates and stated interest rates. As a result, our consolidated financial statements and results of operations will fluctuate quarterly, based on various factors, such as the share price of our Class A Shares, many of which are outside of our control. In addition, we may change the underlying assumptions used in our valuation model, which could in result in significant fluctuations in our results of operations. If our stock price is volatile, we expect that **45** we will recognize non- cash gains or losses on our warrants or any other similar derivative instruments each reporting period and that the amount of such gains or losses could be material. The impact of changes in fair value on earnings may have an adverse effect on the market price of our Class A Shares. In addition, potential targets may seek a blank check company that does not have warrants that are accounted for as a warrant liability, which may make it more difficult for us to consummate an initial Business Combination with a target business. ~~40~~ Provisions in our Charter and Massachusetts law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our Class A Shares and could entrench management. Our Charter contains provisions that may discourage unsolicited takeover proposals that shareholders may consider to be in their best interests. These provisions include a staggered board of directors and the ability of the board of directors to designate the terms of and issue new series of preferred 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. We are also subject to anti- takeover provisions under Massachusetts 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. The rights of the holders of our Class A Shares will be subject to, and may be harmed by, the rights of the holders of any class or series of preferred stock that may be issued in the future. Massachusetts state law also prohibits us from engaging in specified Business Combinations unless the combination is approved or consummated in a prescribed manner. Provisions in our Charter and Massachusetts law may have the effect of discouraging lawsuits against our directors and officers. Our Charter requires, unless we consent in writing to the selection of an alternative forum, that the Business Litigation Session of the Superior Court for Suffolk County, Massachusetts and United States District Court for the District of Massachusetts sitting in Boston, Massachusetts shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee, or agent of the corporation to the corporation or the corporation' s shareholders, (c) any action asserting a claim arising pursuant to any provision of the MBCA, the Charter, or the bylaws of the corporation, or (d) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said courts having personal jurisdiction over the indispensable parties named as defendants therein, except that the United States District Court of Massachusetts in Boston shall be the sole and exclusive forum for any claim arising under the Securities Act of 1933, as amended, or any claim for which such other courts do not have subject matter jurisdiction including, without limitation, any claim arising under the ~~Securities~~ Exchange Act ~~of 1934, as amended~~ . Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Unless we consent in writing to the selection of an alternative forum, the United States District Court of Massachusetts in Boston shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act against us or any of our directors, officers, other employees or agents. Any person or entity purchasing or otherwise acquiring any interest in our securities shall be deemed to have notice of and consented to these provisions. Although we believe this provision benefits us by providing **46** increased consistency in the application of Massachusetts law in the types of lawsuits to which it applies, the provision limits our shareholders' ability to obtain a favorable judicial forum for disputes with us and may have the effect of discouraging lawsuits against our directors and officers. ~~41~~ If we seek shareholder approval of our initial Business Combination and we do not conduct redemptions pursuant to the tender offer rules, and if ~~you~~ **a Public Shareholder** or a " group " of shareholders are deemed to hold in excess of 15 % of our Public Shares, ~~you~~ **the Public Shareholder (s)** will lose the ability to redeem all such shares in excess of 15 % of our Public Shares. If we seek shareholder 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 Charter provides that a Public Shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a " group " (as defined under Section 13 of the Exchange Act), will be restricted from seeking redemption rights with respect to more than an aggregate of 15 % of the Public Shares issued in the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** without our prior consent. However, we would not be restricting our shareholders' ability to vote all of their shares (including Excess Shares) for or against our initial Business

Combination. ~~Your~~ **The** inability to redeem the Excess Shares will reduce ~~your~~ **such Public Shareholder (s)' s** influence over our ability to complete our initial Business Combination and ~~you~~ **they** could suffer a material loss on ~~your~~ **their** investment in us if ~~you~~ **they** sell Excess Shares in open market transactions. Additionally, ~~you~~ **they** will not receive redemption distributions with respect to the Excess Shares if we complete our initial Business Combination. And as a result, ~~you~~ **they** will continue to hold that number of shares exceeding 15 % and, in order to dispose of such shares, would be required to sell ~~your~~ **their** shares in open market transactions, potentially at a loss. The NYSE American 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 now listed on the NYSE American. We cannot **ensure** ~~assure you~~ that our securities will continue to be listed on the NYSE American in the future or prior to our initial Business Combination. In order to continue listing our securities on the NYSE American prior to our initial Business Combination, we must maintain certain financial, distribution and stock price levels. Generally, we must maintain a minimum amount in shareholders' equity (generally $ 2, 500, 000) and a minimum number of holders of our securities (generally 300 public holders). Additionally, in connection with our initial Business Combination, we will be required to demonstrate compliance with the NYSE American' s initial listing requirements, which are more rigorous than the NYSE American' s continued listing requirements, in order to continue to maintain the listing of our securities on the NYSE American. For instance, our stock price would generally be required to be at least $ 3. 00 per share and our shareholders' equity would generally be required to be at least $ 4, 000, 000. We cannot **ensure** ~~assure you~~ that we will be able to meet those initial listing requirements at that time. If the NYSE American 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: • a limited availability of market quotations for our securities; • reduced liquidity for our securities; • a determination that our Class A Shares are a " penny stock " which will require brokers trading in our Class A Shares to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; **47** • a limited amount of news and analyst coverage; and • a decreased ability to issue additional securities or obtain additional financing in the future. ~~42~~ 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 we expect that our units and eventually our Class A Shares and warrants will be listed on the NYSE American, our units, Class A Shares and warrants will 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 the NYSE American, 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 Charter contravenes NYSE American rules, and as a result, could lead the NYSE American to suspend trading in the Company' s securities or lead the Company to be delisted from the NYSE American. NYSE American Rules Section 119 (b) requires that a SPAC complete one or more ~~business~~ **Business** ~~combinations~~ **Combinations** within 36 months of the effectiveness of its ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** registration statement, which, in our case, would be September 29, 2025. At the Special Meeting, our shareholders approved an amendment to the Charter which allows the board of directors to extend the date by which the Company has to consummate a Business Combination ~~up to twenty- three (23) times for an additional one (1) month each time~~ until up to December 29, 2025. If the board of directors exercises its right to implement twenty (20) of the twenty- three (23) Additional Extensions, such extensions would extend our Deadline Date to 36 months after the effectiveness of our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** registration statement, or the NYSE American Deadline. As a result, if we are unable to complete our Business Combination by such date, we believe we may not be permitted to implement the last three (3) extensions to further extend such date under NYSE American Rules. There is a risk that trading in our securities may be suspended and we may be subject to delisting by the NYSE American on the NYSE American Deadline if the board of directors exercises its right to further extend the Extended Date to up to the Additional Extended Date pursuant to the Charter. We cannot **ensure** ~~assure you~~ that the NYSE American will not delist our securities in the event we do not complete one or more ~~business~~ **Business** ~~combinations~~ **Combinations** by the NYSE American Deadline or that we would be able to successfully appeal such delisting determination. If NYSE American delists our securities, then we would be subject to all of the risks set forth in the risk factor above titled " — The NYSE American 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 ". If we are deemed to be an investment company under the Investment Company Act, we may be required to institute burdensome compliance requirements and our activities may be restricted, which may make it difficult for us to complete our initial Business Combination. If we are deemed to be an investment company under the Investment Company Act, our activities may be restricted, including: • restrictions on the nature of our investments; and **48** • restrictions on the issuance of securities, each of which may make it difficult for us to complete our initial Business Combination. In addition, we may have imposed upon us burdensome requirements, including: • registration as an investment company with the SEC; • adoption of a specific form of corporate structure; and • reporting, record keeping, voting, proxy and disclosure requirements and other rules and regulations that we are not subject to. As a result, if we are deemed to be an investment company for purposes of the Investment Company Act, we might be forced to abandon our efforts to complete an initial ~~business~~ **Business** ~~combination~~ **Combination** and instead be required to liquidate the Company. If we are required to liquidate the Company, our investors would not be able to realize the benefits of owning shares in a successor operating business, including the potential appreciation in the value of our shares and warrants following such a transaction. ~~43~~ In order not to be regulated as an

investment company under the Investment Company Act, unless we can qualify for an exclusion, we must ensure that we are engaged primarily in a business other than investing, reinvesting or trading of securities and that our activities do not include investing, reinvesting, owning, holding or trading " investment securities " constituting more than 40 % of our assets (exclusive of U. S. government securities and cash items) on an unconsolidated basis. The SEC recently provided guidance that the determination of whether a special purpose acquisition company, like us, is an " investment company " under the Investment Company Act is a facts and circumstances determination requiring individualized analysis and depends on a variety of factors, including a SPAC' s duration, asset composition, business purpose and activities. When applying these factors to us we do not believe that our principal activities will subject us to the Investment Company Act. To this end, the Company was formed for the purpose of completing an initial Business Combination with one or more businesses. Since our inception, our business has been and will continue to be focused on identifying and completing an initial Business Combination, and thereafter, operating the post- transaction business or assets for the long term. Further, we do not plan to buy businesses or assets with a view to resale or profit from their resale and we do not plan to buy unrelated businesses or assets or to be a passive investor. The funds in the Trust Account may only be (i) held uninvested, (ii) held in an interest- bearing bank demand deposit account, or (iii) held in only in U. S. government treasury obligations with a maturity of 185 days or less or in money market funds investing solely in U. S. government treasury obligations and meeting certain conditions under Rule 2a- 7 under the Investment Company Act. The longer that the funds in the Trust Account are held in short- term U. S. government securities or in money market funds invested exclusively in such securities, even prior to the 24- month anniversary of the effective date of the registration statement relating to our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering**, there is a greater risk that we may be considered an unregistered investment company, in which case we may be required to liquidate. By restricting the investment of the proceeds to these instruments, and by having a business plan targeted at acquiring and growing businesses for the long term (rather than on buying and selling businesses in the manner of a merchant bank or private equity fund), we intend to avoid being deemed an " investment company " within the meaning of the Investment Company Act. The Trust Account is intended as a holding place for funds pending the earliest to occur of either: (i) the completion of our initial Business Combination; (ii) the redemption of any Public Shares properly tendered in connection with a shareholder vote to amend our Charter 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 before the end of the Combination Period; and (iii) absent an initial Business Combination before the end of the Combination Period, or with respect to any other material provisions relating to shareholders' rights or pre- initial Business Combination activity, our return of the funds held in the Trust Account to our Public Shareholders as part of our redemption of the Public Shares. **49** To further mitigate the risk of us being deemed to have been operating as an unregistered investment company under the Investment Company Act, ~~we may, in our discretion,~~ on ~~or prior to the 24- month anniversary of the effective date of the registration statement relating to our initial public offering, or~~ September ~~29~~ **25**, 2024, **we** ~~instruct~~ **instructed** Continental Stock Transfer & Trust Company, the trustee with respect to the Trust Account, to liquidate the U. S. government treasury obligations or money market funds held in the Trust Account and thereafter to hold all funds in the Trust Account in cash through a variable interest bearing account until the earlier of the consummation of a ~~business~~ **Business** ~~combination~~ **Combination** or our liquidation. Following such liquidation of the assets in our Trust Account, we will ~~likely~~ receive minimal interest, if any, on the funds held in the Trust Account, which would reduce the dollar amount our Public Shareholders would otherwise receive upon any redemption or liquidation of the Company if the assets in the Trust Account had remained in U. S. government securities or money market funds. This means that the amount available for redemption may not increase in the future. ~~44~~ If we were deemed to be subject to the Investment Company Act, we would need to register as an investment company under the Investment Company Act and compliance with these additional regulatory burdens would require additional expenses for which we have not allotted funds and may hinder our ability to complete a Business Combination. We also may be forced to abandon our efforts to complete an initial Business Combination and instead be required to liquidate the Trust Account. If we are unable to complete our initial Business Combination, our Public Shareholders would not be able to realize the benefits of owning shares in a successor operating business, including the potential appreciation in the value of our securities following such a Business Combination, and may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to Public Shareholders. We may be subject to ~~the~~ **a 1 % U. S. federal** Excise Tax ~~included in the Inflation Reduction Act of 2022~~ in the event of a liquidation or in connection with redemptions of our **shares** ~~common stock after December 31, 2022~~. On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (H. R. 5376) (the " IRA "), which, among other things, imposes a new 1 % U. S. federal excise tax on certain repurchases (including certain redemptions) of stock **after December 31, 2022** by publicly traded domestic (i. e. U. S.) corporations and certain domestic subsidiaries of publicly traded foreign (i. e., non- U. S.) corporations (each, a " Covered Corporation ") (the " Excise Tax "). Because we are a Massachusetts corporation and our securities are trading on NYSE American, we are a " ~~covered~~ **Covered** ~~corporation~~ **Corporation** " within the meaning of the ~~IR~~ **IRA** ~~Act~~ **.** The Excise Tax is imposed on the repurchasing corporation itself, not its shareholders from which shares are repurchased. The amount of the Excise Tax is generally 1 % of the fair market value of the shares repurchased at the time of the repurchase. However, for purposes of calculating the Excise Tax, repurchasing corporations are permitted to net the fair market value of certain new stock issuances against the fair market value of stock repurchases during the same taxable year. In addition, certain exceptions apply to the Excise Tax. **The** ~~On December 27, 2022, the~~ U. S. Department of ~~the~~ Treasury (the " Treasury ") **has been given authority to provide regulations and other guidance to carry out and prevent the abuse or avoidance of the Excise Tax. On December 27, 2022, the Treasury** published Notice 2023- 2, which provided **interim guidance addressing** ~~clarification on some aspects of~~ the application of the Excise Tax, including with respect to some transactions in which SPACs typically engage. In the notice, the Treasury appears to have intended to exempt from the Excise Tax any distributions by a ~~covered~~ **Covered** ~~corporation~~ **Corporation** in the same year it completely liquidates, which may include those that occur in connection with redemptions ~~, but such guidance is far from clear~~. On ~~June 29~~ **April 9**, ~~2023~~ **2024**,

the **Treasury and the** ~~U. S.~~ Internal Revenue Service **(the " IRS ")** issued ~~Announcement~~ **two sets of proposed regulations, providing guidance on the application of the Excise Tax and on the reporting and payment of the Excise Tax. The Proposed Regulations generally adopt the guidance 50 provided in Notice** 2023- ~~18~~ **2. On June 28** , **2024** ~~which provides that~~ , ~~prior to~~ the ~~time specified in~~ **Treasury and IRS finalized certain of** the ~~forthcoming~~ **proposed** regulations **(those relating** , ~~taxpayers are not required~~ to ~~report~~ **procedures** ~~or~~ **for** ~~pay~~ **reporting and paying** the Excise Tax **)** . ~~However, this suspension of~~ **The remaining regulations (largely relating to** the **computation** ~~reporting and payment~~ of the Excise Tax **)** ~~is temporary. Consequently, a substantial risk remains~~ - **remain** ~~that~~ **in proposed form. The Treasury intends to finalize these proposed regulations at a later date and, until such time, taxpayers may continue to rely on the proposed regulations. The Excise Tax may apply to** any redemptions ~~by us~~ **of our of Public Shares after December 31, 2022** , including those made in connection with the Extension, **and** ~~would be subject to the Excise Tax,~~ including in circumstances where we either engage in a ~~business~~ **Business** ~~combination~~ **Combination** in ~~2024~~ **2025** in which we do not issue shares sufficient to offset our redemptions in ~~2024~~ **2025** or we liquidate later in ~~2024~~ **2025 . The Excise Tax would be payable by us, and not by the redeeming holder** . Because the application of the Excise Tax is not entirely clear, any repurchase effected by us, including any redemptions treated as repurchases in connection with the Extension, the initial ~~business~~ **Business** ~~combination~~ **Combination** or otherwise, may be subject to the Excise Tax. Whether and to what extent we would be subject to the Excise Tax on a redemption of Public Shares or other stock issued by us would depend on a number of factors, including (i) whether the redemption is treated as a repurchase of stock for purposes of the Excise Tax, (ii) the fair market value of the redemption treated as a repurchase of stock in connection with our initial ~~business~~ **Business** ~~combination~~ **Combination** , the Extension or otherwise (iii) the structure of the initial ~~business~~ **Business** ~~combination~~ **Combination** , (iv) the nature and amount of any " PIPE " or other equity issuances by us (whether in connection with the initial ~~business~~ **Business** ~~combination~~ **Combination** or otherwise) within the same taxable year of a redemption treated as a repurchase of stock, and (v) the content of ~~forthcoming~~ regulations and other guidance from the U. S. Department of the Treasury ~~. The Excise Tax would be payable by us, and not by the redeeming holder, and the mechanics of any required reporting and payment of the Excise Tax have not yet been determined~~ . Funds in our Trust Account, including any interest earned thereon, will not be used to pay for any Excise Tax liabilities with respect to any redemptions that occur prior to or in connection with a ~~business~~ **Business** ~~combination~~ **Combination** or liquidation of the Company. The imposition of the Excise Tax could cause a reduction in the cash available on hand to complete an initial ~~business~~ **Business** ~~combination~~ **Combination** or for effecting redemptions and may affect our ability to complete an initial ~~business~~ **Business** ~~combination~~ **Combination** . ~~45 You~~ **Our Public Shareholders** will not be permitted to exercise ~~your~~ **their** warrants unless we register and qualify the underlying Class A Shares or certain exemptions are available. If the issuance of the Class A Shares upon exercise of the warrants is not registered, qualified or exempt from registration or qualification under the Securities Act and applicable state securities laws, holders of warrants will not be entitled to exercise such warrants and such warrants may have no value and expire worthless. In such event, holders who acquired their warrants as part of a purchase of units will have paid the full unit purchase price solely for the Class A Shares included in the units. We have not registered the Class A Shares issuable upon exercise of the warrants under the Securities Act or any state securities laws. 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 best efforts to file with the SEC a registration statement covering the registration under the Securities Act of the Class A Shares issuable upon exercise of the warrants and thereafter will use our best efforts to cause the same to become effective within 60 business days following our initial Business Combination and to maintain a current prospectus relating to the Class A Shares issuable upon exercise of the warrants until the expiration of the warrants in accordance with the provisions of the warrant agreement. We cannot **ensure** ~~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. **51** If the Class A Shares issuable upon exercise of the warrants are not registered under the Securities Act, under the terms of the warrant agreement, holders of warrants who seek to exercise their warrants will not be permitted to do so for cash and, instead, will be required to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act or another exemption. In no event will warrants be exercisable for cash or on a cashless basis, and we will not be obligated to issue any shares to holders seeking to exercise their warrants, unless the issuance of the shares upon such exercise is registered or qualified under the securities laws of the state of the exercising holder, or an exemption from registration or qualification is available. If our Class A Shares 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 best efforts to register or qualify the shares underlying the warrants under applicable state securities laws to the extent an exemption is not available. In no event will we be required to net cash settle any warrant, or issue securities (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. ~~You~~ **Holders of warrants** may only be able to exercise ~~your~~ **their** Public Warrants on a " cashless basis " under certain circumstances, and if ~~you~~ **they** do so, ~~you~~ **they** will receive fewer Class A Shares from such exercise than if ~~you~~ **they** were to exercise such warrants for cash. The warrant agreement provides that in the following circumstances holders of warrants who seek to exercise their warrants will not be permitted to do for cash and will, instead, be required to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act: (i) if the Class A Shares issuable upon exercise of the warrants are not registered under the Securities Act in accordance with the terms of the

warrant agreement; and (ii) if we have so elected and the Class A Shares at the time of any exercise of a warrant are 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. If ~~you~~ **holders of warrants** exercise ~~your~~ **their** Public Warrants on a cashless basis under the circumstances described in clauses (i) and (ii) in the preceding sentence, ~~you~~ **they** would pay the warrant exercise price by surrendering the warrants for that number of Class A Shares equal to the quotient obtained by dividing (x) the product of the number of Class A Shares underlying the warrants, multiplied by the excess of the " fair market value " of our Class A Shares (as defined in the next sentence) over the exercise price of the warrants by (y) the fair market value. The " fair market value " is the average reported closing price of the Class A Shares for the 10 trading days ending on the third trading day prior to the date on which the notice of exercise is received by the warrant agent or on which the notice of redemption is sent to the holders of warrants, as applicable. As a result, ~~you~~ **they** would receive fewer Class A Shares from such exercise than if ~~you~~ **they** were to exercise such warrants for cash. ~~46~~ The grant of registration rights to our initial shareholders 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 Class A Shares. **52** Pursuant to an agreement entered into concurrently with the issuance and sale of the securities in the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** , our initial shareholders, the holders of our Private Placement Warrants, the holders of warrants that may be issued upon conversion of working capital loans and Contributions and their permitted transferees can demand that we register the Class A Shares into which Founder Shares are convertible, the Private Placement Warrants and the Class A Shares issuable upon exercise of the Private Placement Warrants, the Class A Shares issuable upon conversion of warrants that may be issued upon conversion of working capital loans and Contributions, any Class A Shares issuable to our Sponsor upon conversion of the Overfunding Loans and any other securities of the ~~company~~ **Company** acquired by them prior to the consummation of our initial Business Combination. 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 Shares. In addition, the existence of the registration rights may make our initial Business Combination more costly or difficult to conclude. This is because the shareholders of the target business may increase the equity stake they seek in the combined entity or ask for more cash consideration to offset the negative impact on the market price of our Class A Shares that is expected when the shares of common stock owned by our initial shareholders, holders of our Private Placement Warrants or holders of our working capital loans or their respective permitted transferees are registered. We may issue additional Class A Shares 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 Class A Shares 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 Charter **or upon conversion of the Overfunding Loans at the election of the Sponsor upon the closing of our initial Business Combination** . Any such issuances would dilute the interest of our shareholders and likely present other risks. Our Charter authorizes the issuance of up to 35, 000, 000 Class A Shares, 5, 000, 000 Class B Shares, and 1, 000, 000 shares of preferred stock. The Class B Shares are automatically convertible into Class A Shares at any time prior to the consummation of the initial Business Combination, at the option of the holder, as well as concurrently with or immediately following the consummation of our initial Business Combination, initially at a one- for- one ratio but subject to adjustment as set forth ~~herein and~~ in our Charter. There are no shares of preferred stock issued and outstanding. ~~47~~ We may issue a substantial number of additional Class A Shares 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 Class A Shares upon conversion of the Class B 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 as set forth therein. **Additionally, we may issue Class A Shares upon conversion, at the Sponsor' s discretion, of the Overfunding Loans that the Sponsor has extended to the Company in an aggregate outstanding principal amount of $ 947, 850, at a conversion price of $ 10. 00 per share.** However, our Charter provides, 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 Public Shares (a) on any initial Business Combination or (b) to approve an amendment to our Charter to (x) extend the time we have to consummate a Business Combination beyond the Combination Period or (y) amend the foregoing provisions. These provisions of our Charter, like all provisions of our Charter, may be amended with a shareholder vote. The issuance of additional shares of common stock or shares of preferred stock: • may significantly dilute the equity interest of investors in our ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** ; • may subordinate the rights of holders of Class A Shares if shares of preferred stock are issued with rights senior to those afforded our Class A Shares; **53** • could cause a change in control if a substantial number of Class A Shares are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; and • may adversely affect prevailing market prices for our units, Public Shares and / or Public Warrants. Unlike some other similarly structured special purpose acquisition companies, our initial shareholders will receive additional Class A Shares if we issue certain shares to consummate an initial Business Combination. The Founder Shares, if not earlier converted at the option of the holder, will automatically convert into Class A Shares concurrently with or immediately following 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 provided herein. In the case that additional Class A Shares or equity- linked securities are issued or deemed issued in connection with our initial Business Combination, the number of Class A Shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as- converted basis, 20 % of the total number of Class A Shares outstanding after such conversion (after giving effect to any redemptions of Public Shares by Public Shareholders), including the total number of Class A Shares 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 Class A Shares or equity- linked securities or rights exercisable for or convertible into Class A Shares 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 and Contributions and any Class A Shares issued to our Sponsor upon conversion of the Overfunding Loans. In no event will the conversion of the Founder Shares occur on a less than one- for- one basis. This is different than some other similarly structured special purpose acquisition companies in which the initial shareholders will only be issued an aggregate of 20 % of the total number of shares to be outstanding prior to our initial Business Combination. General Risk Factors We are a blank check company with no operating history and no revenues, and ~~you~~ **our investors** 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 Commonwealth of Massachusetts with no operating results, and we did not commence operations until obtaining funding through the ~~initial~~ **Initial** ~~public~~ **Public** ~~offering~~ **Offering** . Because we lack an operating history, ~~you~~ **our investors** have no basis upon which to evaluate our ability to achieve our business objective of completing our initial Business Combination. We have no plans, arrangements or understandings with any prospective target business concerning a Business Combination and may be unable to complete our initial Business Combination. If we fail to complete our initial Business Combination, we will never generate any operating revenues. 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. " We may not have sufficient liquidity to meet our anticipated obligations over the next year from the issuance of these financial statements. In connection with our assessment of going concern considerations in accordance with FASB ASC 205- 40, " Basis of Presentation – Going Concern, " we have until April 29, ~~2024~~ **2025** (or up to December 29, 2025, if extended) to consummate a Business Combination. Although **54** the Company intends to complete a Business Combination within the Completion Period, there can be no assurance that we will be able to consummate a Business Combination by this time. If a Business Combination is not consummated by this date, there will be a mandatory liquidation and subsequent dissolution of the Company. Accordingly, the Company' s management has determined that the mandatory liquidation, should a Business Combination not occur, and potential subsequent dissolution raises substantial doubt about our ability to continue as a going concern. ~~48~~ Past performance by our management team and their affiliates may not be indicative of future performance of an investment in us. Information regarding performance by, or businesses associated with, our management team or businesses associated with them is presented for informational purposes only. Past performance by our management team, including with respect to each of dMY Technology Group, Inc. (" dMY I "), dMY Technology Group, Inc. II (" dMY II "), dMY Technology Group, Inc. III (" dMY III "), dMY Technology Group IV (" dMY IV "), dMY Technology Group, Inc. VI (" dMY VI "), and Coliseum **Acquisition Corp. (" Coliseum ")** 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~~ **Investors** should not rely on the historical record of the performance of our management team or businesses associated with them, including dMY I, dMY II, dMY III, dMY IV, dMY VI, and Coliseum as indicative of our future performance of an investment in us or the returns we will, or is likely to, generate going forward. Cyber incidents or attacks directed at us could result in information theft, data corruption, operational disruption and / or financial loss. We depend on digital technologies, including information systems, infrastructure and cloud applications and services, including those of third parties with which we may deal. Sophisticated and deliberate attacks on, or security breaches in, our systems or infrastructure, or the systems or infrastructure of third parties or the cloud, could lead to corruption or misappropriation of our assets, proprietary information and sensitive or confidential data. As an early stage company without significant investments in data security protection, we may not be sufficiently protected against such occurrences. We may not have sufficient resources to adequately protect against, or to investigate and remediate any vulnerability to, cyber incidents. It is possible that any of these occurrences, or a combination of them, could have adverse consequences on our business and lead to financial loss. We are an emerging growth company and a smaller reporting company within the meaning of the Securities Act, and if we take advantage of certain exemptions from disclosure requirements available to emerging growth companies or smaller reporting companies, this could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies. We are an " emerging growth company " within the meaning of the Securities Act, as modified by the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor internal controls attestation requirements of Section 404 of the Sarbanes- Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. As a result, our shareholders may not have access to certain information they may deem important. We ~~could be~~ **will remain** an emerging growth company **until the** ~~for up to five years, although circumstances could cause us to lose that status~~ earlier ~~, including if the market value~~ of **(1) the last day** ~~our Class A Shares held by non- affiliates exceeds $ 700 million as~~ of ~~any June 30 before that time~~ **the fiscal year (a) following the fifth anniversary of the completion of our Initial Public Offering** , **(b)** in which **55** ~~case we would no longer be an emerging growth company as of the following December 31. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile. 49~~