Risk Factors Comparison 2024-03-26 to 2023-02-27 Form: 10-K

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

~~This Annual Report~~ **Risks Related to Our Business and Industry We have a limited operating history and history of net losses, and may** ~~contains~~ **continue to experience net losses in the future** ~~forward- looking information based on our current expectations~~. You should ~~carefully~~ consider **our business and prospects in light of** the risks **, expenses,** and **difficulties encountered by companies in** ~~uncertainties described below together with all of the other~~ **their early stage** ~~information contained in this Annual Report, including our consolidated financial statements and the related notes appearing at the end~~ of **development** ~~this Annual Report, before deciding whether to invest in our units~~. **We launched** ~~If any of the following events occur,~~ our business **on January 7** , ~~financial condition and~~ **2021. Accordingly, we have limited** operating **history upon which to base** ~~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. Summary of Risk Factors • Past performance by PROOF. VC, our management team, and members of our VC Advisory Board is not indicative of future performance of~~ an **evaluation** ~~investment in us. In addition, our management team and their respective affiliates have been involved with a large number~~ of ~~public and private companies in addition to those identified above, not all of which have achieved similar performance levels. • Our public stockholders may not be afforded an opportunity to vote on~~ our ~~proposed Business~~ **business and prospects** ~~Combination, which means we may complete our initial Business Combination even though a majority of our public stockholders do not support our initial Business Combination~~. **While** ~~• If~~ we seek ~~stockholder approval of our initial Business Combination, our sponsor, officers and directors have agreed~~ to ~~vote any founder shares held~~ **differentiate our private aviation services** by **using** ~~them and their respective affiliates, and have agreed to vote any public shares held by them in favor of the initial Business Combination, regardless of how our public stockholders may vote. • The ability of our public stockholders to redeem their shares for cash may make our financial condition unattractive to potential Business Combination targets, which may make it difficult for us to enter into~~ a ~~Business Combination with a target. • The ability of our public stockholders to exercise redemption rights with respect to a large number of our shares may not allow us to complete the most~~ **cost -** ~~desirable Business Combination or optimize our capital structure. • The ability of our public stockholders to exercise redemption rights with respect to a large number of our shares could increase the probability that our initial Business Combination would be unsuccessful and that you would have to wait for liquidation in order to redeem your stock. • The requirement that we complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) may give potential target businesses leverage over us in negotiating a Business Combination and may limit the time we have to conduct due diligence on potential Business Combination targets as we approach our dissolution deadline, which could undermine our ability to complete our initial Business Combination on terms that would produce value for our stockholders. • Your only opportunity to affect the investment decision regarding a potential Business Combination may be limited to the exercise of your right to redeem your shares from us for cash. • We are a recently formed blank check company and have little operating history and no operating revenues, and you have no basis on which to evaluate our ability to achieve our business objective. • We have identified a material weakness in our internal control over financial reporting as of December 31, 2022. If we are unable to develop and maintain an~~ effective **fleet** ~~system of internal control over financial reporting, we may not be able to accurately report our financial results, which may adversely affect investor confidence in us~~ and **offering different products to meet customers** ~~materially and adversely affect our business and operating results; • Our independent registered public accounting firm~~ ' **individual** ~~s report contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a " going concern, " since we will cease all operations except for the purpose of liquidating if we are unable to complete an initial Business Combination by June 3, 2023; • We will be subject to a 1 % excise tax on share repurchases that occur after December 31, 2022 and an additional 15 % corporate alternative minimum tax (" CAMT ") on adjusted financial statement income starting from fiscal 2024 as imposed by the new Inflation Reduction Act. • Our search for a Business Combination, and any target business with which we ultimately consummate a Business Combination, may be materially adversely affected by the recent Coronavirus disease 2019 (COVID- 19) outbreak and the status of debt and equity markets. • We may not be able to complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable), in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate, in which case our public stockholders may receive only their pro rata portion of the funds in the Trust Account that are available for distribution to public stockholders, and our warrants will expire worthless. • If we seek stockholder approval of our initial Business Combination, our initial stockholders, directors, officers, advisors, and their affiliates may elect to purchase shares from public stockholders, which may influence a vote on a proposed Business Combination and reduce the public " float " of our Class A common stock or public warrants. • If a stockholder fails to receive notice of our offer to redeem our public shares in connection with our Business Combination, or fails to comply with the procedures for tendering its shares, the stockholder' s shares may not be redeemed. • You will not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. Therefore, to liquidate your investment, you may be forced to sell your public shares or warrants, potentially at a loss. • NYSE 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. • You will not be entitled to protections normally afforded to investors of many other blank check companies. • If we seek stockholder approval of our initial Business Combination and we do not conduct redemptions pursuant to the tender offer rules, and if you or a " group " of stockholders are deemed to hold in excess of 15 % of our Class A common stock, you will lose the ability to redeem all such shares in excess of 15 % of our Class A common stock. • Because of our limited resources and the significant**

competition for Business Combination opportunities, it may be more difficult for us to complete our initial Business Combination. If we have not completed our initial Business Combination, our public stockholders may receive only their pro rata portion of the funds in the Trust Account that are available for distribution to public stockholders, and our warrants will expire worthless. • We may be unable to complete our initial Business Combination, in which case our public stockholders may only receive $ 10. 20 per share (or $ 10. 30 or $ 10. 40 per public share in case we extend the period of time available for us to complete a Business Combination to September 3, 2023 or December 3, 2023, respectively), or less than such amount in certain circumstances, and our warrants will expire worthless. • We are not required to obtain an opinion from an independent investment banking firm or from a valuation or appraisal firm regarding fairness. Consequently, you may have no assurance from an independent source that the price we are paying for the business is fair to the Company from a financial point of view. • Our management team 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. • We may have 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. • The holders of our founder shares will control the election of our board of directors until consummation of our initial Business Combination and will hold a substantial interest in us. As a result, they will appoint all of our directors prior to our initial Business Combination and may exert a substantial influence on actions requiring stockholder vote, potentially in a manner that you do not support. • The other risks and uncertainties discussed in " Risk Factors " and elsewhere in this report. Risks Relating to our Search for, Consummation of, or Inability to Consummate, a Business Combination and Post- Business Combination RisksOur 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, and the warrants would expire worthless. We will have until June 3, 2023 to consummate our initial Business Combination. However, if we anticipate that we may not be able to consummate our initial Business Combination within this period, we may extend the period of time to consummate a Business Combination up to two times by an additional three months each time until December 3, 2023. In order for the time available for us to consummate our initial Business Combination to be extended, our sponsor or its affiliates or designees must deposit into the Trust Account $ 2, 760, 000, or $ 0. 10 per Public Share, on or prior to the date of the applicable deadline for each of the available three- month extensions in exchange for a non- interest bearing, unsecured promissory note as described elsewhere herein. Our Sponsor and its affiliates or designees are obligated to deposit additional funds into the Trust Account to effectuate the aforementioned extensions, however our Sponsor and its affiliates or designees have no obligation to ensure we are able to extend the time available to us to complete our initial Business Combination by making any additional deposit into the Trust Account. If we are unable to consummate our initial Business Combination within the applicable time period, we will, as promptly as reasonably possible but not more than ten business days thereafter, redeem the public shares for a pro rata portion of the funds then held in the Trust Account and as promptly as reasonably possible following such redemption, subject to the approval of our remaining stockholders and our board of directors, dissolve and liquidate, subject in each case to our obligations to provide for claims of creditors and the requirements of other applicable law. In such event, the warrants will be worthless. Our public stockholders may not be afforded an opportunity to vote on our proposed Business Combination, which means we may complete our initial Business Combination even though a majority of our public stockholders do not support the combination. We may choose not to hold a stockholder vote to approve our initial Business Combination if the Business Combination would not require stockholder approval under applicable law or stock exchange listing requirements. Except as required by applicable law or stock exchange requirement, the decision as to whether we will seek stockholder approval of a proposed Business Combination or will allow stockholders to sell their shares to us in a tender offer will be made by us, solely in our discretion, and will be based on a variety of factors, such as the timing of the transaction and whether the terms of the transaction would otherwise require us to seek stockholder approval. Accordingly, we may complete our initial Business Combination even if holders of a majority of our issued and outstanding Public Shares do not approve of the Business Combination we complete. Your only opportunity to affect the investment decision regarding a potential Business Combination may be limited to the exercise of your right to redeem your Public Shares from us for cash. At the time of your investment in us, you will not be provided with an opportunity to evaluate the specific merits or risks of our initial Business Combination. Because our board of directors may complete a Business Combination without seeking stockholder approval, public stockholders may not have the right or opportunity to vote on the Business Combination, unless we seek a stockholder vote. Accordingly, if we do not seek stockholder approval, your only opportunity to affect the investment decision regarding a potential Business Combination may be limited to exercising your redemption rights within the time period (which will be at least 20 business days) set forth in our tender offer documents mailed to our public stockholders in which we describe our initial Business Combination. The ability of our public stockholders to redeem their 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 a prospective target that requires as a closing condition that we have a minimum net worth or a certain amount of cash. If too many public stockholders exercise their redemption rights, we would not be able to meet such a closing condition and, as a result, would not be able to proceed with the Business Combination. Furthermore, in no event will we redeem our Public Shares in an amount that would cause our net tangible assets to be less than $ 5, 000, 001 following such redemptions, or any greater net tangible asset or cash requirement that may be contained in the agreement relating to our initial Business Combination. Consequently, if accepting all properly submitted redemption requests would cause our net tangible assets to be less than $ 5, 000, 001 upon consummation of our initial Business Combination or such greater amount necessary to satisfy a closing condition as described above, we would not proceed with such redemption and the related Business Combination and may instead search for an alternate Business Combination. Prospective targets will be aware of these

risks and, thus, may be reluctant to enter into a Business Combination transaction with us. The ability of the holders of our Public Shares to exercise redemption rights with respect to a large number of our shares may not allow us to complete the most desirable Business Combination or optimize our capital structure. At the time we enter into an agreement for our initial Business Combination, we will not know how many stockholders may exercise their redemption rights, and therefore, will need **needs** to structure the transaction based on our expectations as to the number of shares that will be submitted for redemption. If our initial Business Combination agreement requires us to use a portion of the cash in the Trust Account to pay the purchase price, or requires us to have a minimum amount of cash at closing, we will need to reserve a portion of the cash in the Trust Account to meet such requirements, or arrange for third- party financing. In addition, if a larger number of shares are submitted for redemption than we initially expected, we may need to restructure the transaction to reserve a greater portion of the cash in the Trust Account or arrange for third- party financing. Raising additional third- party financing may involve dilutive equity issuances or the incurrence of indebtedness at higher than desirable levels. The above considerations may limit our ability to complete the most desirable Business Combination available to us or optimize our capital structure. The probability that our initial Business Combination would be unsuccessful would decrease if the holders of a large number of Public Shares decide to exercise redemption rights and you would have to wait for liquidation in order to redeem your stock. If our initial Business Combination agreement requires us to use a portion of the cash in the Trust Account to pay the purchase price, or requires us to have a minimum amount of cash at closing, the probability that our initial Business Combination would be unsuccessful is increased. If our initial Business Combination is unsuccessful, you would not receive your pro rata portion of the Trust Account until we liquidate the Trust Account. If you need immediate liquidity, you could attempt to sell your stock in the open market. However, at that time, our stock may be trading at a discount to the pro rata amount per share in the Trust Account. In either situation, you may suffer a material loss on your investment or lose the benefit of funds expected in connection with our redemption until we liquidate, or you are able to sell your stock in the open market. The requirement that we complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) may give potential target businesses leverage over us in negotiating a Business Combination and may limit the time we have to conduct due diligence on potential Business Combination targets as we approach our dissolution deadline, which could undermine our ability to complete our initial Business Combination on terms that would produce value for our stockholders. Any potential target business with which we enter negotiations concerning a Business Combination will be aware that we must complete our initial Business Combination by June 3, 2023 (or December 3, 2023, if applicable). Consequently, a 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, 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 timeframe described above. In addition, we may have limited time to conduct due diligence and may enter 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 the Coronavirus disease 2019 (COVID- 19) outbreak and the status of debt and equity markets. In December 2019, a pneumonia outbreak was reported in Wuhan, China. On December 31, 2019, the outbreak was traced to a novel strain of coronavirus, which was given the interim name 2019- nCoV by the World Health Organization (WHO) and later renamed SARS- CoV- 2 by the International Committee on Taxonomy of Viruses. On January 30, 2020, the World Health Organization declared the outbreak of the coronavirus disease (" COVID- 19 ") a " Public Health Emergency of International Concern. " On January 31, 2020, U. S. Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the U. S. healthcare community in responding to COVID- 19, and on March 11, 2020 the World Health Organization characterized the outbreak as a " pandemic ". On March 13, 2020, in Proclamation 9994, then- President Donald Trump proclaimed that the COVID- 19 outbreak in the United States constitutes a national emergency and on February 24, 2021, President Joseph Biden determined that it is necessary to continue the national emergency declared in Proclamation 9994 concerning the COVID- 19 pandemic. Variants of SARS- CoV- 2 are now spreading among global populations. While various vaccines have been developed, there can be no guarantee that the vaccines will be successful in halting the spread of COVID- 19 or its variants. The COVID- 19 outbreak has resulted in a widespread health crisis that has adversely affected the economies and financial markets worldwide. A continuation of the COVID- 19 outbreak will result in severe disruptions to the economy and financial markets for an unforeseeable time into the future. The business of any potential target business with which we may consummate a Business Combination could be materially and adversely affected. Furthermore, we may be unable to complete a Business Combination if concerns relating to COVID- 19 continue to restrict travel, limit the ability to conduct due diligence and / or limit the ability to have meetings with potential investors or target company personnel, or vendors and services providers are unavailable to negotiate and consummate a transaction in a timely manner. The extent to which COVID- 19 impacts our search for a Business Combination will depend on future developments, which are highly uncertain and cannot be predicted , including new information which may emerge concerning the severity of COVID- 19, the actions to contain COVID- 19 or treat its impact, and the emergence of new variants. If the disruptions posed by COVID- 19 or other matters of global concern continue for an extensive period of time, our ability to consummate a Business Combination, or the operations of a target business with which we ultimately consummate a Business Combination, may be materially adversely affected. In addition, our ability to consummate a transaction may be dependent on the ability to raise equity and debt financing which may be impacted by COVID- 19 and other events, including as a result of increased market volatility, decreased market liquidity, and third- party financing being unavailable on terms acceptable to us or at all. The outbreak of COVID- 19 may also have the effect of heightening many of the other risks described in this " Risk Factors " section, such as those related to the market for our securities. Finally, there is no indication that COVID- 19 will be the last widespread health crisis. The economy and financial markets will be recovering from the COVID- 19 outbreak for the foreseeable future. Another significant outbreak of other infectious diseases could result in additional disruptions to the

economy and financial markets at a time when the economy and financial markets are still in recovery. This could adversely affect our ability to complete a Business Combination, limit our or our target company's ability to raise any needed addition capital, or adversely affect our target company following a Business Combination. If we do not complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable), we would cease all operations except those necessary for winding up and we would redeem our Public Shares and liquidate, in which case the holders of our Public Shares may receive only their pro rata portion of the funds in the Trust Account that are available for distribution, and our warrants will expire worthless. We may not be able to find a suitable target business and complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable). 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. For example, the outbreak of COVID- 19 continues both in the U. S. and globally and, while the extent of the impact of the outbreak on us will depend on future developments, it could limit our ability to complete our initial Business Combination, including as a result of increased market volatility, decreased market liquidity and third- party financing being unavailable on terms acceptable to us or at all. Additionally, the outbreak of COVID- 19 may negatively impact businesses we may seek to acquire and / or complicate or obstruct our ability to complete a Business Combination due to travel restrictions, limitations on in- person meetings and site visits and other logistical impediments that could delay or disrupt negotiations and consummation of a transaction. If we have not completed our initial Business Combination within this time period and have not sought an extension of the time period from June 3, 2023 to December 3, 2023 at the latest, as described herein, we will (i) **our ownership program** cease all operations except for the purpose of winding up , (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the public shares, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to us to pay our **potential jet card customers** taxes and less up to $ 100, 000 of interest to pay dissolution expenses, divided by the number of then issued and outstanding public shares, which redemption will completely extinguish public stockholders ' **ability** rights as stockholders (including the right to **purchase a block of flight hours** receive further liquidating distributions, if any), subject to applicable law , and (iii) **deposit program products, we may not be successful in attracting or retaining customers. Ours Jet Share customers' ability to earn charter income on unused hours may not be realized by our customers to the extent anticipated, or at all. Even if these benefits are realized** as promptly **anticipated, our competitors may offer directly competing services or other features that customers find more attractive. We have experienced significant net losses since our inception and, given our limited operating history and the significant operating and capital expenditures associated with our business plan, it may experience continuing net losses in the future and may never become profitable (** as **determined by U. S. Generally Accepted Accounting Principles** reasonably possible following such a redemption, subject to the approval of our **or otherwise** remaining stockholders and our board of directors, dissolve and liquidate, subject in each case to our obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law. In that case, the holders of our Public Shares may only receive $ 10. 20 per share (or $ 10. 30 or $ 10. 40 per Public Share in case we extend the time period available for us to complete a Business Combination to September 3, 2023 or December 3, 2023, respectively) , and our warrants will expire worthless. In certain circumstances, our public stockholders may receive less than $ 10. 20 per share on the redemption of their shares, or less than the $ 10. 30 or $ 10. 40 per public share held in the Trust Account in case of one or both extensions of the time period to complete our initial Business Combination have been effectuated, as applicable . If we **achieve profitability** have not completed an initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) , we **cannot** may seek an amendment to our amended and restated certificate of incorporation to extend the time period we have to complete an initial Business Combination beyond December 3, 2023. Our amended and restated certificate of incorporation will require that the amendment be approved by holders of 65 % of our then outstanding shares of common stock. There is no guaranty that our stockholders will approve the amendment. Our search for a Business Combination, and any target business with which we ultimately consummate a Business Combination, may be materially adversely affected by the geopolitical conditions resulting from the recent invasion of Ukraine by the Russian Federation and Belarus and subsequent sanctions against the Russian Federation, Belarus, and related individuals and entities and the status of debt and equity markets, as well as protectionist legislation in our target markets. United States and global markets are experiencing volatility and disruption following the escalation of geopolitical tensions and the recent invasion of Ukraine by the Russian Federation and Belarus in February 2022. In response to such invasion, the North Atlantic Treaty Organization (" NATO ") deployed additional military forces to eastern Europe, and the United States, the United Kingdom, the European Union and other countries have announced various sanctions and restrictive actions against the Russian Federation, Belarus and related individuals and entities, including the removal of certain financial institutions from the Society for Worldwide Interbank Financial Telecommunication payment system. Certain countries, including the United States, have also provided and may continue to provide military aid or other assistance to Ukraine during the ongoing military conflict, increasing geopolitical tensions with the Russian Federation. The invasion of Ukraine by the Russian Federation and Belarus and the resulting measures that have been taken, and could be taken in the future, by NATO, the United States, the United Kingdom, the European Union and other countries have created global security concerns that could have a lasting impact on regional and global economies. Although the length and impact of the ongoing military conflict in Ukraine is highly unpredictable, the conflict could lead to market disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions. Additionally, Russian military actions and the resulting sanctions could adversely affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets. Any of the above mentioned factors, or any other negative impact on the global economy, capital markets or other geopolitical conditions resulting from the invasion of Ukraine by the Russian Federation and Belarus and subsequent sanctions, could adversely affect our search for a Business Combination and any target business with which we ultimately consummate a

Business Combination. The extent and duration of the invasion of Ukraine, resulting sanctions and any related market disruptions are impossible to predict, but could be substantial, particularly if current or new sanctions continue for an extended period of time or if geopolitical tensions result in expanded military operations on a global scale. Any such disruptions may also have the effect of heightening many of the other risks described in the " Risk Factors " section of our Annual Report on Form 10- K, such as those related to the market for our securities, cross- border transactions or our ability to raise equity or debt financing in connection with any particular Business Combination. If these disruptions or other matters of global concern continue for an extensive period of time, our ability to consummate a Business Combination, or the operations of a target business with which we ultimately consummate a Business Combination, may be materially adversely affected. In addition, the recent invasion of Ukraine by the Russian Federation and Belarus, and the impact of sanctions against the Russian Federation, Belarus, and related individuals and entities and the potential for retaliatory acts, could result in increased cyber- attacks against U. S. companies. If we seek stockholder approval of our initial Business Combination, our initial stockholders, directors, officers, advisors, and their respective affiliates may elect to purchase shares from public stockholders, which may influence a vote on a proposed Business Combination and reduce the public " float " of our Class A common stock or warrants. If we seek stockholder approval of our initial Business Combination and we do not conduct redemptions in connection with our initial Business Combination pursuant to the tender offer rules, our initial stockholders, directors, officers, advisors, or their respective affiliates may purchase shares 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. The price per share paid by these individuals may be different than the amount per share the holder of Public Shares would receive if the holder elected to redeem its shares in connection with our initial Business Combination. These purchases may include a contractual acknowledgement that the selling stockholder, although still the record holder of our shares is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that our sponsor, directors, officers, advisors, or their affiliates purchase shares in privately negotiated transactions from holders of Public Shares who have already elected to exercise their redemption rights, the selling stockholders would be required to revoke their prior elections to redeem their shares. The purpose of any purchases of shares could be to vote the shares in favor of the Business Combination and thereby increase the likelihood of obtaining stockholder approval of the Business Combination or to satisfy a closing condition in an agreement with a target that requires us to have a minimum net worth or a certain amount of cash at the closing of our Business Combination, where it appears that the requirement would otherwise not be met. The purpose of any purchases of public warrants could be to reduce the number of public warrants outstanding or to vote the warrants on any matters submitted to the warrant holders for approval in connection with our initial Business Combination. This may result in the completion of our initial Business Combination that may not otherwise have been possible. In addition, if purchases for this purpose are made, the public " float " of our Class A common stock or warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to maintain or obtain the quotation, listing, or trading of our securities on a national securities exchange. Additionally, at any time at or prior to our initial Business Combination, subject to applicable securities laws, our Sponsor, directors, officers, advisors, or any of their respective affiliates may enter into transactions with investors and others to provide them with incentives to acquire Public Shares, vote their Public Shares in favor of our initial Business Combination, or not redeem their Public Shares. If a stockholder fails to receive notice of our offer to redeem our Public Shares in connection with our initial Business Combination or fails to comply with the procedures for tendering its shares, the stockholder' s 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 Business Combination. Despite our compliance with these rules, if a stockholder fails to receive our proxy solicitation or tender offer material, as applicable, the stockholder may not become aware of the opportunity to redeem its shares. In addition, the proxy solicitation or tender offer material, 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 redeem or tender Public Shares. For example, we may require our public stockholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in " street name, " to either tender their certificates to our transfer agent prior to the date set forth in the proxy solicitation or tender offer material mailed to the stockholders, or up to two business days prior to the initially scheduled vote on the proposal to approve the initial Business Combination in the event we distribute proxy materials, or to deliver their shares to the transfer agent electronically. In the event that a stockholder fails to comply with these or any other procedures, the stockholder' s shares may not be redeemed. You will not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. Therefore, to liquidate your investment, you may be forced to sell your Public Shares or warrants, potentially at a loss. Our public stockholders will be entitled to receive funds from the Trust Account only upon the earliest to occur of: (a) the completion of our initial Business Combination, and then only in connection with those shares of Class A common stock that a stockholder properly elected to redeem, subject to the limitations described herein, (b) the redemption of any public shares properly tendered in connection with a stockholder vote to amend our amended and restated certificate of incorporation (i) to modify the substance or timing of our obligation to provide holders of our Class A common stock the right to have their shares redeemed in connection with our initial Business Combination or to redeem 100 % of our public shares if we do not complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) or (ii) with respect to any other provisions relating to stockholders' rights or pre- initial Business Combination activity, and (c) the redemption of our public shares if we have not consummated our Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable). In addition, if we have not completed an initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) for any reason, compliance with Delaware law may require that we submit a plan of dissolution to our then- existing stockholders for approval prior to the distribution of the proceeds held in our Trust Account. In that case, public stockholders may be forced to wait beyond June 3, 2023 (or at the latest December 3, 2023, if applicable) before they receive funds from our Trust Account. In no

other circumstances will a public stockholder have any right or interest of any kind in the Trust Account. Holders of warrants will not have any right to the proceeds held in the Trust Account with respect to the warrants. Accordingly, to liquidate your investment, you may be forced to sell your Public Shares or warrants, potentially at a loss. Because the net proceeds of our Initial Public Offering and the sale of the Private Placement Warrants are intended to be used to complete an initial Business Combination with a target business that has not been selected, we may be deemed to be a " blank check " company under the United States securities laws. However, because we had net tangible assets in excess of $ 5, 000, 000 upon the completion of our Initial Public Offering and the sale of the Private Placement Warrants and we filed a Current Report on Form 8- K, including an audited balance sheet demonstrating this fact, we are exempt from rules promulgated by the SEC to protect investors in blank check companies, such as Rule 419. Accordingly, investors will not be afforded the benefits or protections of those rules. Among other things, this means our units became immediately tradable and we will have a longer period of time to complete our initial Business Combination than do companies subject to Rule 419. If the remaining net proceeds of the sale of the Private Placement Warrants is insufficient to allow us to operate until June 3, 2023 (or up to December 3, 2023, if applicable), 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 for a Business Combination, to pay our taxes, including franchise and income taxes, and to complete our initial Business Combination. If we are unable to obtain these loans, we may be unable to complete our initial Business Combination. As of December 31, 2022, we have remaining proceeds of $ 1, 342, 435 from the sale of Private Placement Warrants to fund operating expenses of the Company and the costs of researching, investigating, and consummating a Business Combination with a target company. Should these remaining proceeds be sufficient to cover all operating and other expenses through the date of the Business Combination, any excess proceeds will be available to use in the Business Combination. If the remaining proceeds are not sufficient to pay expenses, we will be forced to borrow additional funds, raise additional capital, or liquidate. To the extent we borrow money in lieu of liquidation, we will likely be required to repay the borrowing upon the closing of our initial Business Combination and this borrowing will decrease the amount of money available for a Business Combination. In addition, the underwriter was entitled to a deferred fee of $ 0. 35 per Unit, or $ 9, 660, 000 in the aggregate, which was payable from the amounts held in the Trust Account solely in the event that the Company completed a Business Combination. As a result, in addition to the services provided by the underwriter in the Initial Public Offering, it was anticipated by the Company that the underwriter would also assist the Company with certain aspects of its initial Business Combination in an effort by the underwriter to ensure receipt of the deferred fees. However, the underwriter, because of a firm- wide decision, ended its relationships with most special purpose acquisition companies, including the Company, and waived its deferred fees (see Note 7). The Company may need to engage a new investment bank to provide services in connection with a Business Combination, which may require a retainer, thereby reducing the amount of cash available to fund operating expenses and other costs associated with researching, investigating, and consummating a Business Combination. If we are required to seek additional capital, we may borrow funds from our Sponsor, management team, or other third parties to operate or may be forced to liquidate. However, none of our Sponsor, members of our management team, nor any of their affiliates is under any obligation to advance funds to us in these circumstances. Any borrowing would be repaid only from funds held outside the Trust Account or from funds released to us upon 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 funds and waive all rights to seek access to funds in our Trust Account. If we have not completed our initial Business Combination within the required timeframe because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the Trust Account. Consequently, our public stockholders may only receive an estimated $ 10. 20, $ 10. 30 or $ 10. 40 per Public Share (as applicable), or less in certain circumstances, on our redemption of our Public Shares, and our warrants will expire worthless. If third parties bring claims against us, the proceeds held in the Trust Account could be reduced and the per- share redemption amount received by stockholders may be less than $ 10. 20 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 (other than our independent registered public accounting firm), prospective target businesses, and other entities with which we do business execute agreements with us waiving any right, title, interest, or claim of any kind in or to any monies held in the Trust Account for the benefit of the holders of our Public Shares, some parties may not agree to these terms. Even if they execute the agreements that contain a waiver, 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 which includes funds held in the Trust Account. If any third party refuses to execute an agreement waiving claims to the monies held in the Trust Account, our management will perform an analysis of the alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if management believes that the third party' s engagement would be significantly more beneficial to us than any alternative. Marcum LLP, our independent registered public accounting firm, and the underwriter of our Initial Public Offering did not execute agreements with us waiving claims to the monies held in the Trust Account. Other examples of possible instances where we may engage a third party that refuses to execute a waiver include the engagement of a 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 the parties 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 have not completed our initial Business Combination within the prescribed timeframe, or upon the exercise of a redemption right in connection with our initial Business Combination, we will be required to provide for payment of claims of creditors that were not waived that may be brought

against us within the 10 years following redemption. Accordingly, the per- share redemption amount received by public stockholders could be less than the $ 10. 20 per public share initially held in the Trust Account, or less than the $ 10. 30 or $ 10. 40 per public share held in the Trust Account in case of one or both extensions periods to complete our initial Business Combination have been effectuated, due to claims of such creditors. Pursuant to a letter agreement, our Sponsor has agreed that it will reimburse us if and to the extent a claim by a third party reduces the amount of funds in the Trust Account to below the lesser of (i) $ 10. 20 per public share (or $ 10. 30 or $ 10. 40 per public share in case we extend the period of time available for us to complete a Business Combination to September 3, 2023 or December 3, 2023, respectively), or (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. 20, $ 10. 30 or $ 10. 40 per share, as applicable, due to reductions in the value of the trust assets, in each case net of the interest which may be withdrawn to pay taxes. The reimbursement obligation will only apply to claims for services rendered or products sold to us (other than services provided by our independent registered public accounting firm and the underwriter of our Initial Public Offering) or claims by a prospective target business with which we have entered into a written letter of intent, confidentiality, or other similar agreement, or Business Combination agreement. The reimbursement obligation 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 the waiver is enforceable) nor will it apply to any claims under our indemnity of the underwriter of our Initial Public Offering against certain liabilities, including liabilities under the Securities Act. Furthermore, we have not asked our Sponsor to reserve for this reimbursement obligation, nor have we independently verified whether our Sponsor has sufficient funds to satisfy its obligations. We believe that our Sponsor' s only assets are securities of the Company. Therefore, it is highly unlikely that our Sponsor would be able to **sustain** satisfy the reimbursement obligations. As a result, if any claims were successfully made against the Trust Account, the funds available for **or increase profitability** our initial Business Combination and redemptions could be reduced to less than $ 10. 20, $ 10. 30 or $ 10. 40 per Public Share, as applicable. In that case, we may not be able to complete our initial Business Combination, and you would receive a lesser amount per share in connection with any redemption of your Public Shares. None of our officers or directors, or the equity owners of our Sponsor, will be liable to us for claims by third parties including, without limitation, claims by vendors and prospective target businesses. Subsequent to the completion of our initial Business Combination, we may be required to take write- downs or write- offs, restructuring and impairment, or other charges that could have a significant negative effect on our financial condition, results of operations, and the price of our securities, which could cause you to lose some or all of your investment. Even if we conduct extensive due diligence on a target business with which we combine, we cannot assure you that this diligence will identify all material issues in relation to 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 post- combination debt financing. Accordingly, any stockholders or warrant holders who choose to remain stockholders or warrant holders, respectively, following the initial Business Combination could suffer a reduction in the value of their securities. These stockholders and warrant holders are unlikely to have a remedy for any 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. Our directors may decide not to enforce the indemnification obligations of our Sponsor, resulting in a reduction in the amount of funds in the Trust Account available for distribution to our public stockholders. In the event that the proceeds in the Trust Account are reduced below the lesser of (i) $ 10. 20 per public share (or $ 10. 30 or $ 10. 40 per Public Share in case we extend the period of time available for us to complete a Business Combination to September 3, 2023 or December 3, 2023, respectively), or (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. 20, $ 10. 30 or $ 10. 40 per public share, as applicable, due to reductions in the value of the trust assets, in each case net of the interest which may be withdrawn to pay taxes, and our Sponsor asserts that it is unable to satisfy its obligations or that it has no reimbursement obligation related to a particular claim, our independent directors would determine whether to take legal action against our Sponsor to enforce the reimbursement obligation. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce the reimbursement obligations, 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. For example, if our independent directors believe our Sponsor has no assets other than the securities of the Company, the independent directors may determine that taking legal action against our Sponsor will be futile. If our independent directors choose not to enforce this obligation, the amount of funds in the Trust Account available for distribution to our public stockholders may be reduced below $ 10. 20, $ 10. 30 or $ 10. 40 per public share, as applicable. 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, except to the extent they are entitled to funds from the Trust Account due to their ownership of Public Shares. Accordingly, any indemnification provided will be able to be satisfied by us only if (i) we have sufficient funds outside of the

~~Trust Account or (ii) we consummate an initial Business Combination. Our obligation to indemnify our officers and directors may discourage stockholders from bringing a lawsuit against our officers or directors for breach of their fiduciary 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 stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against our officers and directors pursuant to these indemnification provisions. Our obligation to indemnify our officers and directors may also discourage a target company from consummating an initial Business Combination. An officer or director of the Company entitled to indemnification is a creditor of the Company and the debt owed to an officer or director entitled to indemnification may thereafter become a debt of target company after the Business Combination. After the Business Combination, the funds once held in the Trust Account may be available to satisfy the indemnification claim of the officer or director, thus reducing the amount available to the target company. Cost of post- Business Combination directors and officers' liability insurance could make it more difficult and more expensive for us to negotiate and complete an initial Business Combination. Even after the consummation of an initial Business Combination, our directors and officers could still be subject to potential liability from claims arising from conduct alleged to have occurred prior to the initial Business Combination. As a result, in order to protect our directors and officers, the post- Business Combination entity may need to purchase additional insurance with respect to these claims (" run- off insurance "). The need for run- off insurance would be an added expense for the post- Business Combination entity and could interfere with or frustrate our ability to consummate an initial Business Combination on terms favorable to our investors. If 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 distributions from the Trust Account, 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 holders of our Public Shares, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, any distributions received by stockholders could be viewed under applicable debtor- creditor or bankruptcy laws as either a " preferential transfer " or a " fraudulent conveyance. " As a result, a bankruptcy court could seek to recover some or all amounts received by our stockholders. In addition, our board of directors may be viewed as having breached its fiduciary duty to our creditors or as having acted in bad faith, thereby exposing itself and us to claims of punitive damages, by paying public stockholders from the Trust Account prior to addressing the claims of creditors. If, before distributing the proceeds in the Trust Account to our public stockholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the claims of creditors in the bankruptcy proceeding may have priority over the claims of our stockholders and the per- share amount that would otherwise be received by our stockholders in connection with our liquidation may be reduced. If, before distributing the proceeds in the Trust Account to holders of our Public Shares, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to the claims of third parties with priority over the claims of our stockholders~~ . To **achieve** ~~the extent any bankruptcy claims deplete the Trust Account, the per- share amount that would otherwise be received by our stockholders in connection with our liquidation may be reduced. Our stockholders may be held liable for claims by third parties against us to the extent of distributions received by them upon redemption of their shares. Under the DGCL, stockholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution. The pro rata portion of our Trust Account distributed to the holders of our Public Shares upon redemption in the event we do not complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) may be considered a liquidating distribution under Delaware law. If a corporation complies with certain procedures set forth in Section 280 of the DGCL intended to ensure that it makes reasonable provision for all claims against it, including a 60- day notice period during which any third- party claims can be brought against the corporation, a 90- day period during which the corporation may reject any claims brought, and an~~ **and sustain** ~~additional 150- day waiting period before any liquidating distributions are made to stockholders, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of the stockholder's pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would be barred after the third anniversary of the dissolution. However, it is our intention to redeem our public shares as soon as reasonably possible following June 3, 2023 (or up to December 3, 2023, if applicable) from the closing of our Initial Public Offering in the event we do not complete our Business Combination and, therefore, we do not intend to comply with the procedures set forth in Section 280 of the DGCL. If we do not comply with Section 280, Section 281 (b) of the DGCL requires us to adopt a plan of distribution, based on facts known to us at the time that will provide for the payment of all existing and pending claims or claims that may be potentially brought against us within the 10 years following our dissolution. However, because we are a blank check company, rather than an operating company, and our operations will be limited to searching for prospective target businesses to acquire, the only likely claims to arise would be from our vendors (such as lawyers, investment bankers, consultants, etc.) or prospective target businesses. If our plan of distribution complies with Section 281 (b) of the DGCL, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of the stockholder's pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would likely be barred after the third anniversary of the dissolution. We cannot assure you that we will properly assess all claims that may be potentially brought against us. A stockholder could potentially be liable for any claims to the extent of distributions received by it (but no more) and any liability of our stockholders may extend beyond the third anniversary date of the dissolution. Furthermore, if the pro rata portion of our Trust Account distributed to the holders of our Public Shares upon the redemption in the event we do not complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) is not considered a liquidating distribution under Delaware law and the redemption distribution is deemed to be unlawful, then pursuant to Section 174 of the DGCL, the statute of limitations for~~

claims of creditors could then be six years after the unlawful redemption distribution, instead of three years, as in the case of a liquidating distribution. We may not hold an annual meeting of stockholders until after the consummation of our initial Business Combination, in which case our public stockholders will be delayed in electing directors. In accordance with the NYSE 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. Under Section 211 (b) of the DGCL, we are, however, required to hold an annual meeting of stockholders for the purposes of electing directors in accordance with our bylaws unless the election is made by written consent in lieu of a meeting. Because our initial stockholders will hold all of our Class B common stock and because, until we consummate a Business Combination, only holders of Class B common stock will be entitled to vote in the election of directors, we may not hold an annual meeting of stockholders to elect new directors prior to the consummation of our initial Business Combination. Therefore, if our stockholders want us to hold an annual meeting prior to the consummation of our initial Business Combination, the only manner to force us to hold the meeting may be to submit an application to the Delaware Court of Chancery in accordance with Section 211 (c) of the DGCL. Until we hold an annual meeting of stockholders, public stockholders may not be afforded the opportunity to discuss Company affairs with management. In addition, prior to our initial Business Combination, (a) as holder of our Class A common stock, our public stockholders will not have the right to vote on the election or removal of our directors and (b) holders of a majority of the issued and outstanding shares of our Class B common stock may remove a member of our Board for any reason. Because we are not limited to a particular industry, sector, geography, or any specific target businesses with which to pursue our initial Business Combination, you will be unable to ascertain the merits or risks of any particular target business' s operations and we may seek acquisition opportunities in industries or sectors which may or may not be outside of our management' s area of expertise. We may seek to complete a Business Combination with an operating company of any size (subject to satisfaction of the 80 % fair market value test) and in any industry, sector, or geography. However, we will not, under our amended and restated certificate of incorporation, be permitted to effectuate our initial Business Combination solely 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' operations, results of operations, cash flows, liquidity, financial condition, or prospects. To the extent we complete our 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 business or an entity lacking an established record of revenues or earnings, we may be affected by the risks inherent in the business and operations of a development stage entity. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we cannot assure you that we will properly ascertain or assess all of the significant risk factors or that we will have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. We also cannot assure you that an investment in our units will ultimately prove to be more favorable to investors than a direct investment, if that opportunity were available, in a Business Combination target. Accordingly, any stockholders who choose to remain stockholders following the Business Combination could suffer a reduction in the value of their securities. These stockholders are unlikely to have a remedy for any 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. In the event we elect to pursue an acquisition 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 this report regarding the areas of our management' s expertise would not be relevant to an understanding of the business that we elect to acquire. As a result, our management may not be able to adequately ascertain or assess all of the significant risk factors. Accordingly, any stockholders who choose to retain their securities following the Business Combination could suffer a reduction in the value of their securities. These stockholders are unlikely to have a remedy for any reduction in value. 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 some or all of these 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 an initial Business Combination target will not have some or 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, the combination may not be as successful as a combination with a business that does meet all of our general criteria and guidelines. In addition, if we announce a prospective Business Combination with a target that does not meet our general criteria and guidelines, a greater number of stockholders may exercise their redemption rights, which may make it difficult for us to meet any closing condition with a target business that requires us to have a minimum net worth or a certain amount of cash. In addition, if stockholder approval of the transaction is required by applicable law or stock exchange rules, or we decide to obtain stockholder approval for business or other legal reasons, it may be more difficult for us to attain stockholder approval of our initial Business Combination if the target business does not meet our general criteria and guidelines. If we have not completed our initial Business Combination within the prescribed timeframe, our public stockholders may only receive their pro rata portion of the funds in the Trust Account that are available for distribution to the holders of our Public Shares, and our warrants will expire worthless. We may seek Business Combination opportunities with an entity lacking an established record of revenue or earnings, which could subject us to volatile revenues, cash flows, or earnings or difficulty in retaining key personnel. To the extent we complete our initial Business Combination with an entity lacking an established record of revenues, cash flows, or earnings, we may be affected by numerous risks inherent in the operations of the business with which we combine. These risks include investing in a business with limited historical financial data, volatile

revenues, cash flows, or earnings and difficulties in obtaining and retaining key personnel. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we may not be able to properly ascertain or assess all the significant risk factors and we may not have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. We are not required to obtain an opinion from an independent investment banking firm or from an independent accounting firm regarding fairness. Consequently, you may have no assurance from an independent source that the price we are paying for the business is fair to the Company from a financial point of view. Unless we complete our Business Combination with an affiliated entity, or our Board 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 or from an independent accounting firm that the price we are paying is fair to the Company from a financial point of view. If no opinion is obtained, our stockholders will be relying on the judgment of our board of directors, who will determine fair market value based on standards generally accepted by the financial community. The standards used will be disclosed in our proxy solicitation or tender offer materials, as applicable, related to our initial Business Combination. We may issue notes or other debt securities, or otherwise incur substantial debt, to complete a Business Combination, which may adversely affect our leverage and financial condition and thus negatively impact the value of our stockholders' investment in us. We may choose to incur substantial debt to complete our 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 a result, we believe no issuance of debt will affect the per- share amount available for redemption from the Trust Account. Nevertheless, the incurrence of debt could have a variety of negative effects, including: • default and foreclosure on our assets if our operating revenues after an initial Business Combination are insufficient to repay our debt obligations; • acceleration of our obligations to repay the indebtedness even if we make all principal and interest payments when due if we breach certain covenants that require the maintenance of certain financial ratios or reserves without a waiver or renegotiation of that covenant; • our immediate payment of all principal and accrued interest, if any, if the debt security is payable on demand; • our inability to obtain necessary additional financing if the debt security contains covenants restricting our ability to obtain such financing while the debt security is outstanding; • our inability to pay dividends on our common stock; • using a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for dividends on our common stock if declared, our ability to pay expenses, make capital expenditures and acquisitions and fund other general corporate purposes; • limitations on our flexibility in planning for and reacting to changes in our business and in the industry in which we operate; • increased vulnerability to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; • limitations on our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, and execution of our strategy; and • other disadvantages compared to our competitors who have less debt. We may only be able to complete one Business Combination with the proceeds of our Initial Public Offering and the sale of the Private Placement Warrants, which will cause us to be solely dependent on a single business which may have a limited number of products or services. This lack of diversification may negatively impact our operations and profitability . The net proceeds from our Initial Public Offering and the sale of the Private Placement Warrants provided us with $ 285 , 156, 000 that we may use to complete our initial Business Combination (before taking into account the estimated expenses of our Initial Public Offering). We may effectuate our 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 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. Furthermore, we would not be able to diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have the resources to complete several Business Combinations in different industries or different areas of a single industry. Accordingly, the prospects for our success may be solely dependent upon the performance of a single business, property or asset; or dependent upon the development or market acceptance of a single or limited number of products, processes or services. 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, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to our Business Combination. We may attempt to simultaneously complete Business Combinations with multiple prospective targets, which may hinder our ability to complete our 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 the 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 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 based on limited information, which may result in a Business Combination with a company that is not as profitable as we suspected, if at all. As the number of special purpose acquisition

companies evaluating targets increases, attractive targets may become scarcer and there may be more competition for attractive targets. This could increase the cost of our initial Business Combination and could even result in our inability to find a target or to consummate an initial Business Combination. In recent years, the number of special purpose acquisition companies that have been formed has increased substantially. Many potential targets for special purpose acquisition companies have already entered into an initial Business Combination, and there are still many special purpose acquisition companies preparing for an initial public offering. As a result, at times, fewer attractive targets may be available to consummate an initial Business Combination. In addition, because there are more special purpose acquisition companies seeking to enter into an initial Business Combination with available targets, the competition for available targets with attractive fundamentals or business models has increased, which could cause targets companies to demand improved financial terms. Attractive deals could also become scarcer for other reasons, such as economic or industry sector downturns, geopolitical tensions, or increases in the cost of additional capital needed to close Business Combinations or operate targets post- Business Combination. This could 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 stockholders. Our management may not be able to 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 a Business Combination so that the post- transaction company in which our public stockholders own shares will own less than 100 % of the equity interests or assets of a target business, but we will only complete such Business Combination if the post- transaction company owns or acquires 50 % or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target business sufficient for us not to be required to register as an investment company under the Investment Company Act. We will not consider any transaction that does not meet such criteria. Even if the post- transaction company owns 50 % or more of the voting securities of the target, our stockholders prior to the Business Combination may collectively own a minority interest in the post- transaction company, depending on valuations ascribed to the target and us in the Business Combination. For example, we could pursue a transaction in which we issue a substantial number of new shares of common stock in exchange for all the outstanding capital stock of a target business. In this case, we would acquire a 100 % interest in the target. However, as a result of the issuance of a substantial number of new shares of common stock, our stockholders immediately prior to the transaction could own less than a majority of our outstanding shares of common stock subsequent to the transaction. In addition, other minority stockholders may subsequently combine their holdings resulting in a single person or group obtaining a larger share of the combined company' s stock than we initially acquired. Accordingly, this may make it more likely that our management will not be able to maintain control of the post- combination business. Because we must **accomplish numerous objectives** furnish our stockholders with target business financial statements , **including broadening** we may lose the ability to complete an **and** otherwise advantageous initial Business Combination with some prospective target businesses **stabilizing our sources of revenue and increasing the number of customers that utilize our service** . The Federal proxy rules **Accomplishing these objectives may** require that a proxy statement with respect to a vote on a Business Combination include historical and pro forma financial statement disclosure. We will include the same financial statement disclosure in connection with our tender offer documents, whether or not they are required under the tender offer rules. These financial statements may be required to be prepared in accordance with, or be reconciled to, accounting principles generally accepted in the United States of America, or U. S. GAAP, or international financial reporting standards as issued by the International Accounting Standards Board, or International Financial Reporting Standards. Depending on the circumstances, the historical financial statements may be required to be audited in accordance with the standards of the Public Company Accounting Oversight Board (United States), or PCAOB. These financial statement requirements may limit the pool of potential target businesses we may acquire because some targets may be unable to provide financial statements in accordance with Federal proxy rules that permit us to 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, increase the time and costs of completing our initial Business Combination and present risks of non- compliance in the event we successfully consummate a Business Combination. Section 404 of the Sarbanes- Oxley Act requires that we evaluate and report on our system of internal controls over financial reporting beginning with this Annual Report on Form 10- K. 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. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes- Oxley Act particularly burdensome on us as compared to other public companies because a target company with which we seek to complete our 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 over financial reporting by a target company for the purpose of achieving compliance with the Sarbanes- Oxley Act may increase the time and costs necessary to complete the acquisition. Moreover, there can be no assurance that the incumbent management team of a Business Combination target will have the necessary experience or knowledge to develop the appropriate level of internal controls over financial reporting and otherwise maintain compliance with the applicable requirements of the Sarbanes- Oxley Act. If we complete our Business Combination and the management team of the combined entity is unable to comply with the applicable requirements of the Sarbanes- Oxley Act, our operations might suffer and our results of operations and financial condition could be adversely impacted. We do not have a specified maximum redemption threshold. The absence of a maximum redemption threshold may make it possible for us to complete a Business Combination with which a substantial majority of our stockholders do not agree. Our amended and restated certificate of incorporation does not provide a specified maximum redemption threshold, except that in no event will we redeem our public shares in an amount that would cause our net tangible assets to be less than $ 5, 000, 001

following such redemptions, or any greater net tangible asset or cash requirement which may be contained in the agreement relating to our initial Business Combination. As a result, we may be able to complete our Business Combination even though a substantial majority of the holders of our Public Shares do not agree and have redeemed their shares or, if we seek stockholder approval of our initial Business Combination and do not conduct redemptions in connection with our Business Combination pursuant to the tender offer rules, have entered into privately negotiated agreements to sell their shares to our Sponsor, officers, directors, advisors, or any of their affiliates. In the event the aggregate cash consideration we would be required to pay for all shares of Class A common stock that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed Business Combination exceed the aggregate amount of cash available to us, we will not complete the Business Combination or redeem any shares, all shares of Class A common stock submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate Business Combination. In order to effectuate our initial Business Combination, we may seek to amend our amended and restated certificate of incorporation or governing instruments, including our warrant agreement, in a manner that will make it easier for us to complete our initial Business Combination but that the holders of our Public Shares may not support. In order to effectuate a Business Combination, blank check companies have, in the recent past, amended various provisions of their charters and modified governing instruments, including their warrant agreements. For example, blank check companies have amended the definition of Business Combination, increased redemption thresholds and extended the time to consummate an initial Business Combination and, with respect to their warrants, amended their warrant agreements to require the warrants to be exchanged for cash or other securities. We cannot assure you that we will not seek to amend our amended and restated certificate of incorporation or governing instruments, including our warrant agreement, or extend the time to consummate an initial Business Combination in order to effectuate our initial Business Combination. To the extent any amendment would be deemed to fundamentally change the nature of any of the securities offered through the registration statement for our Initial Public Offering, we would register, or seek an exemption from registration for, the affected securities. The provisions of our amended and restated certificate of incorporation 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 at least 65 % of our issued and outstanding common stock, which is a lower amendment threshold than that of some other blank check companies. It may be easier for us, therefore, to amend our amended and restated certificate of incorporation and the trust agreement to facilitate the completion of an initial Business Combination that some of our stockholders may not support. Our amended and restated certificate of incorporation will provide that any of its provisions (other than amendments relating to the election or removal of directors prior to our initial Business Combination, which require the approval of holders of a majority of at least 90 % of all then outstanding shares of our common stock voting at a stockholder meeting) related to pre- Business Combination activity (including the requirement to deposit proceeds of our Initial Public Offering and the Private Placement of warrants into the Trust Account and not release such amounts except in specified circumstances, and to provide redemption rights to public stockholders as described herein) may be amended if approved by holders of at least 65 % of our common stock entitled to vote thereon, and corresponding provisions of the trust agreement governing the release of funds from our Trust Account may be amended if approved by holders of at least 65 % of our common stock entitled to vote thereon. In all other instances, our amended and restated certificate of incorporation may be amended by holders of a majority of our outstanding common stock entitled to vote thereon, subject to applicable provisions of the DGCL or applicable stock exchange rules. Our initial stockholders, including our Sponsor and Blackrock, who collectively own 20 % of our common stock, will participate in any vote to amend our amended and restated certificate of incorporation or trust agreement, and will have the discretion to vote in any manner they choose. As a result, we may be able to amend the provisions of our amended and restated certificate of incorporation which govern our pre- Business Combination behavior more easily than some other blank check companies, and this may increase our ability to complete a Business Combination with which you do not agree. Our Sponsor, directors, and officers have agreed, pursuant to a written agreement with us, that they will not propose any amendment to our amended and restated certificate of incorporation that would modify the substance or timing of our obligation to provide holders of our Class A common stock the right to have their shares redeemed in connection with our initial Business Combination or to redeem 100 % of our Public Shares if we do not complete our initial Business Combination by June 3, 2023 (or at the latest by December 3, 2023, if applicable) or with respect to any other provision relating to stockholders' rights or pre- initial Business Combination activity, unless we provide the holders of our Public Shares with the opportunity to redeem their shares of Class A common stock upon approval of any such amendment at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to us to pay our taxes, including franchise and income taxes, divided by the number of the then outstanding public shares. Risks Relating to our Securities NYSE 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 units, Class A common stock, and warrants are listed on the NYSE. We cannot assure you that our securities will continue to be listed on the NYSE in the future or prior to our initial Business Combination. In order to continue listing our securities on the NYSE prior to our initial Business Combination, we must maintain certain financial, distribution, and stock price levels. Additionally, in connection with our initial Business Combination, we will be required to demonstrate compliance with the NYSE' s initial listing requirements, which are more rigorous than the NYSE' s continued listing requirements, in order to continue to maintain the listing of our securities on the NYSE. Generally, we must maintain a minimum market capitalization (generally $ 50, 000, 000) and a minimum number of holders of our securities (generally 300 public holders). If the NYSE 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 **capital** material adverse consequences, including: • a limited availability of market quotations for our securities; • reduced liquidity for our securities; • a determination that our Class A common stock is a " penny stock "

~~which will require brokers trading in our Class A common stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; • a limited amount of news and analyst coverage; and • a decreased ability to issue additional securities or obtain additional financing in the future. The National Securities Markets Improvement Act of 1996, which is a Federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as " covered securities. " Because we expect that our units and eventually our Class A common stock and warrants will be listed on the NYSE, our units, Class A common stock and warrants will be covered securities. Although the states are preempted from regulating the sale of covered 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. Furthermore, if we were no longer listed on the NYSE, our securities would not be covered securities and we would be subject to regulation in each state in which we offer our securities. 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 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 restrictions on the issuance of securities, each of which may make it difficult for us to complete our 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 currently not subject to. 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. Our business will be to identify and complete a Business Combination and thereafter to operate the post- transaction business or assets for the long term. We do not plan to buy businesses or assets with a view to resale or profit from their resale. We do not plan to buy unrelated businesses or assets or to be a passive investor. We have not registered the shares of Class A common stock issuable upon exercise of the warrants under the Securities Act or any state securities laws, and a registration may not be in place when an investor desires to exercise warrants, thus precluding the investor from being able to exercise its warrants except on a cashless basis and potentially causing the warrants to expire worthless. We have not registered the shares of Class A common stock 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 we will use our commercially reasonable efforts to file with the SEC a registration statement covering the issuance of the shares as soon as practical, but in no event later than fifteen business days, after the closing of our initial Business Combination. In addition, we will use our commercially reasonable efforts to cause the registration statement to become effective within 60 business days after the closing of our initial Business Combination and to maintain the effectiveness of the registration statement and a current prospectus relating to those shares of Class A common stock until the warrants expire or are redeemed~~ . We cannot assure you that we will be able to ~~do so if~~ **achieve these objectives. Significant reliance on HondaJet and Gulfstream aircraft and parts poses risks to our business and prospects. As part of our business strategy, we have historically flown HondaJet aircraft and are expanding to fly Gulfstream aircraft. If either Honda Aircraft Company or Gulfstream fails to adequately fulfill our obligations towards us or experiences interruptions or disruptions in production or provision of services due to** , for example, **bankruptcy, natural disasters, labor strikes, or disruption of their supply chain, we may experience a significant delay in the delivery of or fail to receive previously ordered aircraft and parts, which would adversely affect our revenue and results of operations and could jeopardize our ability to meet the demands of our customers. Although we could choose to operate aircraft of other manufacturers, such a change would involve substantial expense to us and could disrupt our business activities. Additionally, the issuance of FAA or manufacturer directives restricting or prohibiting the use of either HondaJet or Gulfstream aircraft would have a material adverse effect on our business, results of operations, and financial condition. We may not be able to successfully implement our growth strategies. Our growth strategies include, among other things, attracting new customers and retaining existing customers, expanding our addressable market by opening up private aviation to customers that have not historically used private aviation services, expanding into new markets and developing adjacent businesses. We face numerous challenges in implementing our growth strategies, including our ability to execute on market, business, product / service and geographic expansions. For example, our continued growth could increase the strain on our resources, and we could experience operating difficulties, including difficulties in hiring, training, and managing an increasing number of pilots and other employees. These difficulties may result in the erosion of our brand image, divert the attention of our management and key employees, and impact our financial and operational results. Our strategies for growth are dependent on, among other things, our ability to expand existing products and services and launch new products and services. Although we may devote significant financial and other resources to the expansion of our products and service offerings, our efforts may not be commercially successful or achieve the desired results. Our financial results and our ability to maintain or improve our competitive position will depend on our ability to effectively gauge the direction of our key marketplaces and successfully identify, develop, market, and sell new or improved products and services in these changing marketplaces. Our inability to successfully implement our growth strategies could have amaterial adverse effect on our business, financial condition, and results of operations and** any ~~facts~~ **assumptions underlying estimates of expected cost savings** or **expected revenues may be**

inaccurate. If we ~~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 **able to successfully enter into new markets and services and enhance our existing products and services, our business, financial condition, and results of operations could be adversely affected. Our growth will depend in part on our ability to successfully enter new markets and offer new services and products. Significant changes to our existing geographic coverage or the introduction of new and unproven markets may require us to obtain and maintain applicable permits, authorizations, or other regulatory approvals. Developing and launching new or expanded locations involves significant risks and uncertainties, including risks related to the reception of such locations by existing and potential future customers, increases in operational complexity, unanticipated delays or challenges in implementing such new locations or enhancements, increased strain on our operational and internal resources (including an impairment of our ability to accurately forecast customer demand), and negative publicity in the event such new or enhanced locations are perceived to be unsuccessful. We have scaled our business rapidly, and significant new initiatives may result in operational challenges affecting our business. In addition, developing and launching new or expanded locations may involve significant upfront investment, such as additional marketing and terminal build out, and such expenditures may not generate a return on investment. Any of the foregoing risks and challenges could negatively impact our ability to attract and retain customers. If these new or expanded locations are unsuccessful or fail to attract a sufficient number of customers to be profitable, or we are unable to bring new or expanded locations to market efficiently, our business, financial condition, and results of operations could be adversely affected. We are exposed to the risk of a decrease in demand for private aviation services. Our business is concentrated on private aviation services, which are vulnerable to changes in consumer preferences, discretionary spending, and other market changes impacting luxury goods and discretionary purchases. The occurrence of geopolitical events such as war, including the** current **conflicts in Israel and Ukraine and Israel** , ~~complete~~ **terrorism** , **civil unrest, political instability, environmental or climatic factors, natural disaster, pandemic or epidemic outbreak, public health crisis and general economic conditions may have a significant adverse effect on** ~~or~~ **our** ~~correct~~ **business. The global economy has in the past** , **and will in the future, experience recessionary periods and periods of economic instability such as the business disruption and related financial impact resulting from the global COVID- 19 health crisis. During such periods,** ~~or~~ **our current and future users may choose not to make discretionary purchases or may reduce overall spending on discretionary purchases. These changes could result in reduced consumer demand for air transportation, including our private aviation services, or could shift demand from our private aviation services to** ~~the~~ **other** ~~SEC issues~~ **methods of air or ground transportation for which we do not offer** a ~~stop order~~ **competing service** . If **we** ~~the shares of our Class A common stock issuable upon exercise of the warrants~~ are **unable to generate demand or there is a future shift in consumer spending away from private aviation services, our business, financial condition, and results of operations could be adversely affected. The private aviation industry is subject to competition. Many of the markets in which we operate are competitive as a result of, among other things, the expansion of existing private aircraft operators, expanding private aircraft ownership, and alternatives such as luxury commercial airline service as well as commercial carriers. We compete against several private aviation operators with different business models, and local and regional private charter operators. Although our business model significantly differs from commercial air carriers, we also compete with commercial air carriers who have larger operations and service areas and fixed routes, as well as access to financial resources** not ~~registered under~~ **available to us. Factors that affect competition in** the ~~Securities Act~~ **private aviation industry include price** , ~~we will~~ **reliability, safety, regulations, professional reputation, aircraft availability, equipment and quality, consistency, and ease of service, willingness and ability to serve specific airports or regions, and investment requirements. There can** be ~~required to permit holders to exercise their warrants on a cashless basis. However,~~ no **assurance that** ~~warrant will be exercisable for cash or~~ **our competitors** ~~on a cashless basis, and we~~ will not be ~~obligated to issue~~ **successful in capturing a share of our present or potential customer base. The materialization of** any **of** ~~shares to holders seeking to exercise their warrants, unless the~~ **these risks could adversely affect** ~~issuance of the shares upon the exercise of the warrant is registered or~~ **our business** ~~qualified under the securities laws of the state of the exercising holder~~ , ~~unless~~ **financial condition,** ~~an~~ **and results** ~~exemption from state registration is available. Notwithstanding the above, if the shares~~ of ~~our Class A common stock are at the time of any exercise of a warrant not listed on a national securities exchange such that it satisfies the definition of a " covered security " under Section 18 (b) (1) of the Securities Act, we may, at our option~~ **operations** , **. We may** require **substantial additional funding** ~~holders of public warrants who exercise their warrants~~ to **finance our operations** ~~do so on a " cashless basis " in accordance with Section 3 (a) (9) of the Securities Act and~~ , **but adequate additional financing may** ~~in the event we so elect, we will~~ not be **available when** ~~required to file or maintain in effect a registration statement. However,~~ we ~~will~~ **need it, on commercially acceptable terms, or at all. Our operations are capital intensive, and we require sufficient liquidity levels for our operations and strategic growth plans. We have financed our operations and capital expenditures primarily through private financing rounds, and through financing of aircraft pre- delivery payment obligations. In the future, we could** be required to ~~use~~ **raise capital through public** ~~our~~ - **or private financing** ~~commercially reasonable efforts to register or qualify the shares 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~~ or other **arrangements** ~~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 where there is no exemption available~~ . **This financing may** ~~If the issuance of the shares upon exercise of the warrants is not so registered or qualified or exempt from registration or qualification, the holder of the warrant will~~ not be **available on acceptable terms** ~~entitled to exercise the warrant and~~ , **or at all, and our failure to raise capital when needed could harm our business. Numerous factors may affect our ability to obtain financing or access the capital markets in the future on terms attractive to us, including our liquidity, operating cash flows, and the**

timing of capital requirements, credit status and any credit ratings assigned to us, market conditions in the private aviation industry, U. S. and global economic conditions, and conditions in the capital markets generally, and the availability of our assets as collateral for future financings ~~a result, the warrant may have no value and expire worthless .~~ ~~In~~ We may sell equity securities or debt securities in one or more transactions at prices and in a manner as we may determine from time to time. If we sell any such securities ~~event, holders who acquired their warrants as part of a purchase of units will have paid the full unit purchase price solely for the shares of our Class A common stock included~~ in ~~the units. There~~ subsequent transactions, our current investors may be ~~a circumstance where~~ materially diluted. Any debt financing, if available, may involve restrictive covenants ~~an~~ and ~~exemption from registration exists for holders of our Private Placement Warrants to exercise their warrants while a corresponding exemption does not exist for holders of the public warrants included as part of units sold in our Initial Public Offering. In such an instance, the holders of our Private Placement Warrants and their permitted transferees (which may include our directors and officers) would~~ could reduce our operational flexibility ~~be able to sell the common stock underlying their warrants while holders of our~~ or ~~public warrants would~~ profitability. If we cannot raise funds on commercially acceptable terms, we may not be able to ~~exercise~~ grow our business or respond to competitive pressures and our business, results of operations, and financial condition could be materially adversely affected. The loss of key personnel upon whom we depend on to operate our business or the inability to attract additional qualified personnel could adversely affect our business. We believe that the future success of Volato Group will depend in large part on our ability to retain or attract highly qualified management, and technical and ~~their~~ other ~~warrants~~ personnel, particularly pilots and ~~sell~~ mechanics. We compete against commercial and private aviation operators, including the major U. S. airlines for pilots, mechanics and ~~the~~ other ~~underlying common stock~~ skilled labor and some of the airlines may offer wage and benefit packages which exceed ours. As we grow our fleet and / or more pilots approach retirement age, we may be affected by a pilot shortage. We may not be successful in retaining key personnel or in attracting other highly qualified personnel. Any inability to retain or attract significant numbers of qualified management and other personnel would have a material adverse effect on our business, results of operations, and financial condition. The supply of pilots to the aviation industry is limited and may negatively affect our operations and financial condition. Increases in our labor costs, which constitute a substantial portion of our total operating costs, may adversely affect our business, results of operations, and financial condition. Our pilots are subject to stringent pilot qualification, including minimum flight time hour requirements, and training standards (" FAA Qualification Standards "). The existence of these requirements effectively limits the supply of qualified pilot candidates and increases pilot salaries and related labor costs. Additionally, our pilots are subject to strict rest and duty rules to minimize pilot fatigue. This limits the number of types of operations that our pilots can fly . If our attrition rates are higher than our ability to hire and ~~when the warrants become redeemable by~~ retain replacement pilots, our operations and financial results could be materially and adversely affected. A shortage of pilots would require us to further increase our labor costs , ~~we may exercise~~ which would result in a material reduction in our results of operations. These requirements also impact pilot scheduling, work ~~our~~ hours ~~redemption right even~~ , and the number of pilots required to be employed for our operations. In addition, our operations and financial condition may be negatively impacted if we are unable to ~~register or~~ train pilots in a timely manner. Due to an industry- wide shortage of ~~qualify~~ qualified pilots, driven by the flight hours requirements ~~underlying shares of Class A common stock for sale~~ under ~~all applicable state securities laws~~ the FAA Qualification Standards and attrition resulting from the hiring needs of other industry participants, pilot training timelines have significantly increased and stressed the availability of flight simulators, instructors, and related training equipment . As a result, the training of our pilots may not be accomplished in a cost- efficient manner or in a manner timely enough to support our operational needs. We may be subject to unionization, work stoppages, slowdowns or increased labor costs, and the unionization of our employees could result in increased labor costs. Our business is labor- intensive and while our employees are not currently represented by labor unions, we may ~~redeem the warrants as set forth in the warrant agreement even if the holders are otherwise unable to exercise their warrants. The grant of registration rights to Sponsor and Blackrock and their respective permitted transferees may make it more difficult to complete our initial Business Combination~~ , ~~and~~ in the future ~~exercise~~ , experience union organizing activities by our employees. These union organization activities could lead to work slowdowns or stoppages, which could result in loss of ~~registration rights~~ business. In addition, union activity could result in demands that may increase our operating expenses and adversely affect our business, financial condition, results of operations, and competitive position. Any of the different crafts or classes of our crewmembers could unionize at any time, which would require us to negotiate in good faith with the crewmember group' s certified representative concerning a collective bargaining agreement. In addition, we may be subject to disruptions by unions protesting the non- union status of our ~~the~~ other ~~market~~ crewmembers. Any of these events would be disruptive to our operations and could harm our business. We are exposed to operational disruptions due to maintenance. Our fleet requires regular maintenance work, which may cause operational disruption. Our inability to perform timely maintenance and repairs can result in our aircraft being underutilized, which could have an adverse impact on our business, financial condition, and results of operations. On occasion, airframe manufacturers or regulatory authorities require mandatory or recommended modifications to be made across a particular fleet which may mean having to ground a particular type of aircraft. This may cause operational disruption to and impose significant costs on us. Furthermore, delivery of components and parts could take a significant period of time, which could result in delays in our ability to maintain and repair our aircraft. Any delays may pose a risk to our business, financial condition, and results of operations. These risks include the potential need to fly our customers on other operators' equipment at our expense, which can result in additional costs that may be unpredictable. Federal, state, and local tax rules can adversely impact our results of operations and financial position. We are subject to federal, state, and local taxes in the United States. Significant

judgment is required in sourcing revenue among various jurisdictions, and in determining the provision for income taxes. We believe our income tax estimates are reasonable, but such estimates assume no changes in current tax rates. In addition, if the Internal Revenue Service or other taxing authority disagrees with a tax position we have taken, as to sourcing, tax rates, or otherwise, and upon final adjudication, we are required to change our position, we could incur additional tax liability, including interest and penalties. These costs and expenses could have a material adverse impact on our financial condition, results of operations, and cash flows. Additionally, the taxability of our offerings is subject to various interpretations within the taxing jurisdictions in which we operate. Consequently, in the ordinary course of business, a jurisdiction may contest our reporting positions with respect to the application of our tax code to our offerings. A conflicting position taken by a state or local taxation authority on the taxability of our offerings could result in additional tax liabilities and could negatively impact our competitive position in that jurisdiction. If we fail to comply with applicable tax laws and regulations, we could suffer civil or criminal penalties in addition to the delinquent tax assessment. To the extent our offerings are or may be determined to be taxable in a given jurisdiction, the jurisdiction may still increase the tax rate assessed on such offerings. The property and gross receipts taxation of a mobile asset business such as aviation also varies widely among U. S. jurisdictions. Volato Group seeks to directly or indirectly pass- through such taxes to our customers. In the event we are not able to pass- through any such taxes, our results of operations, financial condition, and cash flows could be adversely impacted. We may not realize the tax benefits from our aircraft ownership program. We offer a Part 135 aircraft ownership program in which owners, through an LLC treated as a partnership for U. S. federal income tax purposes, can receive a revenue share of income from charter flights made by the aircraft as well as deductions for depreciation, including bonus depreciation under Section 168 (k) of the IRC. If the aircraft is " listed property " within the meaning of Section 280F of the IRC, the LLC must maintain records to establish that the aircraft is predominantly used in a qualified business use to be eligible for bonus depreciation. We and the LLCs believe our position that the aircraft is not listed property is reasonable. However, the Internal Revenue Service may disagree with this position. If so, the LLC owners will not be able to claim a deduction for bonus depreciation unless the LLC is able to provide adequate substantiation demonstrating that the aircraft is predominantly used in a qualified business use. In addition, the bonus depreciation deduction provided by Section 168 (k) of the IRC for aircraft placed in service after September 27, 2017, and before December 31, 2022 (December 31, 2023, with respect to certain long production property, including certain transportation property) is equal to 100 % of the aircraft' s adjusted basis. With respect to aircraft placed in service thereafter, the bonus depreciation deduction phases down 20 % per year, thus reducing the tax benefits of participating in our aircraft ownership program. This could result in lower participation in our aircraft ownership programs. Further, Congress could enact legislation that would more quickly eliminate bonus depreciation and the associated tax benefits. Significant increases in fuel costs could have a material adverse effect on our business, financial condition and results of operations. Fuel is essential to the operation of our aircraft and to our ability to carry out our transport services. Fuel costs are a key component of the pricing of our charter services. We pass on fuel costs to our customers either directly or indirectly, and so we do not maintain hedging arrangements for the price of **fuel** ~~our Class A common stock~~ . ~~Our Sponsor and Blackrock and~~ **However, increased fuel costs may affect** ~~their --~~ **the** ~~respective permitted transferees can~~ demand **for our charter service. Increases in fuel costs, including as a result of the current conflict in Ukraine and the measures governments and private organizations worldwide have implemented in response thereto, may have a material adverse effect on our business, financial condition, and results of operations. Some of our business may become dependent on third- party operators to provide flights for our customers. If third- party operators' flights, which are required to serve a substantial portion of our business, are not available or do not perform adequately, our costs may increase and our business, financial condition, and results of operations could be adversely affected. While we operate a significant portion of the flights for our customers, we are subject to the risk of not being able to support the charter demand from our customers. We offer unlimited guaranteed charter hour booking, with certain conditions, to those customers who are " owners ", meaning those customers are members of entities that own and lease HondaJet fleet aircraft to us. We are subject to variable and potentially surging demand from owners under these agreements, which could require us to find third- party operators to perform an unknown percentage of these flights. We face the risk of paying high prices for third- party operator flights, as we do not have third- party operator contracts in place. We face the risk** that we ~~register the Class A common stock into which Founder Shares are convertible, and the Private Placement Warrants and the Class A common stock issuable upon the exercise of the Private Placement Warrants. The holders of warrants that~~ may **not** be ~~issued upon conversion of working capital loans or extension promissory notes may also~~ **able to find third- party operators to perform services as needed. Our potential inability to meet customer charter** demand **could have a material adverse effect on our business. To the extent** that we ~~register~~ **cannot find a third- party operator to provide a flight at the same rate we were charging the owner, we may actually lose money on these third- party flights. For the year ended December 31, 2022, approximately 1. 0 % of our flights were fulfilled by third- party aircraft operators on our behalf. We face the risk that this percentage may increase at any time. In addition, where we do rely on third- party operators due to our reliance on third- parties to supplement our capabilities, we are subject to the risk of disruptions to their operations, which has in the past and may in the future result from many of the same risk factors disclosed herein, such as the impact of adverse economic conditions and the inability of third- parties to hire or retain skilled personnel, including pilots and mechanics. As the private aviation market grows, we expect competition for third- party aircraft operators to increase. Further, we expect that as competition in the private aviation market grows, the use of exclusive contractual arrangements with third- party aircraft operators, sometimes requiring volume guarantees and prepayments or deposits, may increase. This may require us to purchase or lease additional aircraft that may not be available or require us to incur significant capital or**

operating expenditures. If we face problems with any of our third- party service providers, our operations could be adversely affected. Our reliance upon others to provide essential services on behalf of our operations may limit our ability to control the efficiency and timeliness of contract services. We have entered into agreements with Honda Aircraft Company and third- party contractors to provide various facilities and services required for our operations, including aircraft maintenance, ground facilities, and technology services, and expect to enter into additional similar agreements in the future. In particular, we rely on Honda Aircraft Company and third- party providers for the procurement of replacement parts or to provide component exchange or repair services for our aircraft fleet. Our agreements with Honda Aircraft Company and other service providers are subject to termination after notice. If our third- party service providers terminate their contracts with us, or do not provide timely or consistently high- quality service, we may not be able to replace them in a cost- efficient manner or in a manner timely enough to support our operational needs, which would have a material adverse effect on our business, financial condition, and results of operations. Our insurance may become too difficult or expensive for us to obtain. Increases in insurance costs or reductions in insurance coverage may materially and adversely impact our results of operations and financial position. Hazards are inherent in the aviation industry and may result in the loss of life and property, potentially exposing us to substantial liability claims arising from the operation of aircraft. We carry insurance for aviation hull, aviation liability, premises, hangar keepers, war risk, general liability, workers' compensation, and other insurance customary in the industry in which we operate. We do not currently maintain cyber insurance. There can be no assurance that the insurance we carry will be sufficient to cover potential claims or that present levels of coverage will be available in the future at reasonable costs. Further, we expect our insurance costs to increase as we add locations, increase our fleet and passenger volumes, and expand into new markets. We also anticipate that recent events, such as the conflict in Ukraine and related international sanctions, will lead to industry- wide increases in aviation insurance costs due to the impact of those ~~**warrants**~~ **recent events on the aviation industry. While insurance underwriters are required by various federal and state regulations to maintain minimum levels of reserves** ~~**or**~~ **for known and expected claims,** ~~**the**~~ **there** ~~**Class**~~ **can be no assurance that underwriters have established adequate reserves to fund existing and future claims. The number of accidents, as well as the number of insured losses within the aviation and aerospace industries, and the impact of general economic conditions on underwriters may result in increases in premiums above the rate of inflation. To the extent that our existing insurance carriers are unable or unwilling to provide us with sufficient insurance coverage, and if insurance coverage is not available from another source, our insurance costs may increase, and we may result in being in breach of regulatory requirements or contractual arrangements requiring that specific insurance be maintained, which will have a material adverse effect on our business, financial condition, and results of operations. If our efforts to continue to build our strong brand identity and achieve high member satisfaction and loyalty are not successful, we may not be able to attract or retain customers, and our operating results may be adversely affected. We must continue to build and maintain a strong brand identity for our products and services, which have expanded over time. We believe that a strong brand identity will continue to be important in attracting customers. If our efforts to promote and maintain our brand are not successful, our operating results and our ability to attract customers will be adversely affected. From time to time, our customers may express dissatisfaction with our products and services, in part due to factors that could be outside of our control, such as the timing and availability of aircraft and service interruptions driven by prevailing political, regulatory, or natural conditions. To the extent dissatisfaction with our products and services is widespread or not adequately addressed, our brand may be adversely impacted, and our ability to attract and retain customers may be adversely affected. With respect to our planned expansion into additional markets, we will also need to establish our brand, and to the extent it is not successful, our business in new markets would be adversely impacted. Any failure to offer high- quality customer support may harm our relationships with our customers and could adversely affect our reputation, brand, business, financial condition, and results of operations. Through our marketing, advertising, and communications with our customers, we set the tone for the brand as aspirational but also within reach. We strive to create high levels of customer satisfaction through the experience provided by our team and representatives. The ease and reliability of our services, including our ability to provide high- quality customer support, helps us attract and retain customers. Customers depend on our team to resolve any issues relating to our products and services, such as scheduling changes and other updates to trip details and assistance with certain billing matters. Our ability to provide effective and timely support is largely dependent on our ability to attract and retain skilled employees who can support our customers and are sufficiently knowledgeable about our product and services. As we continue to grow our business and improve our platform, we will face challenges related to providing quality support at an increased scale. Any failure to provide efficient customer support, or a market perception that we do not maintain high- quality support, could adversely affect our reputation, brand, business, financial condition, and results of operations. Our business is affected by factors beyond our control including: air traffic congestion at airports; airport slot restrictions; air traffic control inefficiencies; natural disasters; adverse weather conditions, such as hurricanes or blizzards; increased and changing security measures; changing regulatory and governmental requirements; new or changing travel- related taxes; or the outbreak of disease; any of which could have a material adverse effect on our business, results of operations, and financial condition. Factors that cause flight delays frustrate passengers and increase operating costs and decrease revenues, which in turn could adversely affect profitability. In the United States, the federal government singularly controls all U. S. airspace, and aviation operators are completely dependent on the FAA to operate that airspace in a safe, efficient, and affordable manner. The future expansion of our business into international markets would result in a greater degree of interaction with the regulatory authorities of the foreign countries in which we may operate. The air traffic control system, which is operated by the FAA, faces challenges in managing the growing demand for U. S. air travel. U. S. and foreign air- traffic**

controllers often rely on outdated technologies that routinely overwhelm the system and compel aviation operators to fly inefficient, indirect routes resulting in delays and increased operational cost. In addition, there have been proposals before Congress that could potentially lead to the privatization of the United States' air traffic control system, which could adversely affect our business. Further, implementation of the Next Generation Air Transport System by the FAA would result in changes to aircraft routings and flight paths that could lead to increased noise complaints and lawsuits, resulting in increased costs. Adverse weather conditions and natural disasters, such as hurricanes, winter snowstorms, or earthquakes, can cause flight cancellations or significant delays. Cancellations or delays due to adverse weather conditions or natural disasters, air traffic control problems or inefficiencies, breaches in security, or other factors may affect us to a greater degree than our competitors who may be able to recover more quickly from these events, and therefore could have a material adverse effect on our business, results of operations, and financial condition to a greater degree than other air carriers. Any general reduction in passenger traffic could have a material adverse effect on our business, results of operations, and financial condition. Our business is primarily focused on certain targeted geographic markets, making us vulnerable to risks associated with having geographically concentrated operations. Our customer base is currently concentrated in the southeastern, southwestern, and southcentral regions of the United States. As a result, our business, financial condition, and results of operations are susceptible to regional economic downturns and other regional factors, including natural disasters, outbreaks and pandemics, economic, social, weather, growth constraints, and regulatory conditions or other circumstances in each of these metropolitan areas. A ~~common stock issuable upon exercise of those warrants. The registration and availability of a~~ significant **service interruption** ~~number of securities for~~ **or** ~~trading~~ **disruption at a terminal where we have a significant flight volume could result** in **the cancellation or delay of a significant portion of our flights and, as a result, could have a severe impact on our business, results of operations, and financial condition. In addition, any changes to local laws or regulations within** ~~the~~ **these** ~~public~~ **key metropolitan areas that affect our ability to operate or increase our operating expenses in these** ~~market~~ **markets** ~~may~~ **would** have an adverse effect on ~~the market price~~ **our business, financial condition, and operating results. The operation** of **aircraft is subject to various risks, and failure to maintain an acceptable safety record may have an adverse impact on our ability to obtain and retain customers. The operation of aircraft is subject to various risks, including catastrophic disasters, crashes, mechanical failures, and collisions, which may result in loss of life, personal injury,** ~~our~~ **or** ~~Class A common stock~~ **damage to property and equipment. We may experience accidents in the future. These risks could endanger the safety of our customers, our personnel, third parties, equipment, cargo and other property (both Volato Group' s and that of third parties), as well as the environment. If any of these events were to occur, we could experience loss of revenue, termination of customer contracts, higher insurance rates, litigation, regulatory investigations and enforcement actions (including potential grounding of our fleet and suspension or revocation of our operating authorities), and damage to our reputation and customer relationships** . In addition, **to the extent an accident occurs with an aircraft we operate or charter, we could be held liable for resulting damages, which may involve claims from injured passengers and survivors of deceased passengers. There can be no assurance that the amount of our insurance coverage available in the event of** ~~the~~ **these** ~~existence~~ **losses would be adequate to cover the losses, or that we would not be forced to bear substantial losses from such events, regardless** of **our insurance coverage. Moreover, any aircraft accident or incident, even if fully insured, could create a public perception that it is less safe or reliable than** ~~the~~ **other** ~~registration rights~~ **private aircraft operators, which could cause our customers to lose confidence in it and switch to other private aircraft operators or other means of transportation. In addition, any aircraft accident or incident, whether involving us or other private aircraft operators, could also affect the public' s view of industry safety, which** may **reduce the amount of trust by our customers. We incur considerable costs to maintain the quality of (i) our safety program, (ii) our training programs, and (iii) our fleet of aircraft. We cannot guarantee that these costs will not increase. Likewise, we cannot guarantee that our efforts will provide an adequate level of safety or an acceptable safety record. If we are unable to maintain an acceptable safety record, we may not be able to retain existing customers or attract new customers, which could have a material adverse effect on our business, financial condition, and results of operations. Failure to comply with regulatory requirements related to the maintenance of our aircraft and associated operations may result in enforcement actions, including revocation or suspension of our operating authorities in the United States and potentially other countries. We could suffer losses and adverse publicity stemming from any accident involving aircraft models operated by third parties. Aircraft models that we operate have experienced accidents while operated by third parties. If there is an accident involving aircraft models operated by us or third- party operators, it is unlikely but possible that the FAA could obligate us to ground our aircraft until the cause of the accident is determined and rectified. In that event, we might lose revenues and we might lose customers. It is also possible that the FAA or other regulatory body in another country could ground the aircraft and restrict us from operating that** make **and model of aircraft within** ~~our initial Business Combination more costly or~~ **our jurisdiction** ~~difficult to conclude~~ . ~~This is because the stockholders~~ **In addition, safety issues experienced by a particular model** of **aircraft could result in customers refusing to use that particular aircraft model or a regulatory body grounding that particular aircraft model. The value of** the ~~target~~ **aircraft model might also be permanently reduced in the secondary market if the model were to be considered less desirable for future service. Accidents or safety issues related to aircraft models that we operate could have a material adverse effect on our** business **, financial condition, and results of operations. A delay** ~~may increase the equity stake they seek in the combined entity or ask for~~ **or failure** ~~more cash consideration~~ to ~~offset~~ **identify and devise, invest in, and implement certain important technology, business, and** ~~the~~ **other** ~~negative~~ **initiatives could have a material** impact on **our business, financial condition and results of operations. Our business and** the **aircraft we operate are characterized by changing technology, introductions and enhancements of models of aircraft and services, and shifting customer demands, including technology**

preferences. Our future growth and financial performance will depend in part upon our ability to develop, market ~~price~~ **, and integrate new services and to accommodate the latest technological advances and customer preferences. In addition, the introduction** of **new technologies** ~~our~~ **or** ~~Class~~ **services that compete with our products and services could result in our revenues decreasing over time. If we are unable to upgrade our operations or fleet with the latest technological advances in a timely manner, or at all, our business, financial condition, and results of operations could suffer. We rely on our information technology systems to manage numerous aspects of our business.** A ~~common stock~~ **cyber- based attack of these systems could disrupt our ability to deliver services to our customers and could lead to increased overhead costs, decreased revenues, and harm to our reputation. We rely on information technology networks and systems to operate and manage our business. Our information technology networks and systems process, transmit, and store personal and financial information, and proprietary information of our business, and also allow us to coordinate our business across our operation bases. Information technology systems also allow us to communicate with our employees and externally with customers, suppliers, partners, and other third parties. While we believe we take reasonable steps to secure these information technology networks and systems, and the data processed, transmitted, and stored thereon, the networks, systems, and data may be susceptible to cyberattacks, viruses, malware, or other unauthorized access or damage (including by environmental, malicious, or negligent acts), which could result in unauthorized access to, or the release and public exposure of, our proprietary information and our customers' personal information. In addition, cyberattacks, viruses, malware, or other damage or unauthorized access to our information technology networks and systems, could result in damage, disruptions, or shutdowns to our platform. Any of the foregoing could cause substantial harm to our business, require us to make notifications to our customers, governmental authorities, or the media, and could result in litigation, investigations, or inquiries by government authorities, or subject us to penalties, fines, and other losses relating to the investigation and remediation of an attack or other unauthorized access or damage to our information technology systems and networks. System failures, defects, errors, or vulnerabilities in our website, applications, backend systems, or other technology systems or those of third- party technology providers could harm our reputation and brand and adversely impact our business, financial condition, and results of operations. Our systems, or those of third parties upon which we rely, may experience service interruptions, outages, or degradation because of hardware and software defects or malfunctions, human error, or malfeasance by third parties or our employees, contractors, or service providers, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks, cyberattacks, or other events. Our insurance may not be sufficient, and we may not have sufficient remedies available from our third- party service providers, to cover all of the losses** that ~~is expected when the securities owned by~~ **may result from interruptions, outages,** ~~our~~ **or degradation** ~~initial stockholders, holders of working capital loans and extension promissory notes, or their respective permitted transferees are registered~~ . We may ~~issue additional shares~~ **experience system failures and other events or conditions from time to time that interrupt the availability or reduce or affect the speed or functionality** of ~~Class~~ **our technology platform. These events could result in losses of revenue due to increased difficulty of booking services through our technology platform, impacts on on- time performance, and resultant errors in operating our business.** A **prolonged interruption in the availability** ~~common stock or preferred stock to complete our~~ **or** ~~initial~~ **reduction in the availability or other functionality of our platform could adversely affect our** ~~Business~~ **business** ~~Combination or under an~~ **and** ~~employee incentive plan after completion of~~ **reputation and could result in negative publicity, customer dissatisfaction,** ~~our~~ **or** ~~initial Business Combination~~ **the loss of customers** . We **will rely** ~~may also issue shares of Class A common stock upon the conversion of the Class B common stock at a ratio greater than one~~ **on** ~~-~~ **third parties maintaining open marketplaces** to ~~-~~ **distribute our mobile and web applications and we currently rely** ~~one~~ **on** ~~at~~ **third parties to provide** the ~~time~~ **software we use in certain** of our **products and services, including** ~~initial Business Combination as a result of~~ the ~~anti- dilution provisions~~ **provision** ~~contained in our amended and restated certificate~~ of ~~incorporation~~ **our flight management system** . **If** ~~These~~ **these** ~~issuances~~ **third parties interfere with the distribution of our products or services, with our use of the software, or with the interoperability of our platform with the software, our business** would ~~dilute the interest of~~ **be adversely affected. We contemplated** our ~~stockholders and likely present~~ **platform' s mobile applications will rely on third parties maintaining open marketplaces, including** ~~other~~ **the Apple App Store** ~~risks. Our amended~~ and **Google Play** ~~restated certificate of incorporation authorizes the issuance of up to 70~~ , **which make applications** ~~000, 000 shares of Class A common stock, par value $ 0. 0001 per share, 12, 500, 000 shares of Class B common stock, par value $ 0. 0001 per share, and 1, 000, 000 undesignated shares of preferred stock, par value $ 0. 0001 per share. There are 42, 400, 000 and 5, 600, 000 authorized but unissued shares of Class A common stock and Class B common stock, respectively,~~ available for **download. We additionally rely on such third- party marketplaces** ~~issuance, which amount does not take into account Class A common stock reserved~~ for **access to certain third** ~~issuance upon exercise of outstanding warrants or shares issuable upon conversion of Class B common stock. Our Class B common stock is convertible into Class A common stock initially at a one~~ **party applications that we use** ~~for- one ratio but subject~~ to ~~adjustment, including in certain circumstances in~~ **provide our services. We cannot be assured that the marketplaces through** which we ~~issue Class A~~ **distribute our applications will maintain their current structures or that such marketplaces will not charge us fees to list our applications for download. We rely upon certain third- party software and integrations with certain third- party applications to provide our platform and products and services. As our products expand and evolve, we may use additional third- party software or have an increasing number of integrations with other third- party applications, software, products and services. Third- party applications, software, products and services are constantly evolving, and we may not be able to maintain or modify our platform, including our mobile and web- based applications and our flight management system, to ensure our compatibility with third- party offerings following development changes. Moreover, some of our competitors or technology partners may take actions**

which disrupt the interoperability of our products or services with their own products or services, or exert strong business influence on our ability to, and the terms on which we may, operate our platform and provide our products and services to customers. In addition, if any of our third- party providers cease to provide access to the third- party software that we use, do not provide access to such software on terms that we believe to be attractive or reasonable, do not provide us with the most current version of such software, modify their products, standards or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us, or give preferential treatment to competitive products or services, we may be required to seek comparable software from other sources, which may be more expensive or inferior, or may not be available at all. Any of these events could adversely affect our business, financial condition, and results of operations. If we are unable to adequately protect our intellectual property interests or are found to be infringing on the intellectual property interests of others, we may incur significant expense and our business may be adversely affected. We believe that our intellectual property plays an important role in protecting our brand and the competitiveness of our business. If we do not adequately protect our intellectual property, our brand and reputation may be adversely affected, and our ability to compete effectively may be impaired. Volato Group protects its intellectual property through a combination of trademark, copyright, contracts, and policies. However, the steps we take to protect our intellectual property may be inadequate, and unauthorized parties may attempt to copy or reverse engineer aspects of our intellectual property or obtain and use information that we regard as proprietary and, if successful, may potentially cause us to lose market share, harm our ability to compete, and result in reduced revenue. In addition, our business is subject to the risk of third parties infringing our intellectual property. We may not always be successful in securing protection for, or identifying or stopping infringements of, our intellectual property and we may need to resort to litigation in the future to enforce our rights in this regard. Any such litigation could result in significant costs and a diversion of resources. Further, such enforcement efforts may result in a ruling that our intellectual property rights are unenforceable. Moreover, companies in the aviation and technology industries are frequently subject to litigation based on allegations of intellectual property infringement, misappropriation, or other violations. As we expand and raise our profile, the likelihood of intellectual property claims being asserted against us grows. Further, we may acquire or introduce new products or services, which may increase our exposure to patent and other intellectual property claims. Any intellectual property claims asserted against us, whether or not having any merit, could be time- consuming and expensive to settle or litigate. If we are unsuccessful in defending a claim, we may be required to pay substantial damages or could be subject to an injunction or agree to a settlement that may prevent us from using our intellectual property or making the ~~common~~ Common ~~stock~~ Stock of Volato Group products or services available to customers. Some intellectual property claims may require us to seek a license to continue ~~or~~ our operations, and those licenses may not be available on commercially reasonable terms or may significantly increase our operating expenses. If we are unable to procure a license, we may be required to develop non- infringing technological alternatives, which could require significant time and expense. Any of these events could adversely affect our business, financial condition, or operations. Any damage to our reputation or brand image could adversely affect our business or financial results. Maintaining a good reputation globally is important to our business. Our reputation or brand image could be adversely impacted by, among other things, any failure to maintain high ethical, social, and environmental sustainability practices for all of our operations and activities, our impact on the environment, public pressure from investors or policy groups to change our policies, such as movements to institute a " living wage, " customer perceptions of our advertising campaigns, sponsorship arrangements or marketing programs, customer perceptions of our use of social media, or customer perceptions of statements made by us, our employees and executives, agents or other third parties. In addition, we operate in a highly visible industry that has significant exposure to social media. Negative publicity, including as a result of misconduct by our customers, vendors, or employees, can spread rapidly through social media. Should we not respond in a timely and appropriate manner to address negative publicity, our brand and reputation may be significantly harmed. Damage to our reputation or brand image or loss of customer confidence in our services could adversely affect our business and financial results as well as require additional resources to rebuild or repair our reputation. As part of our growth strategy, we may engage in future acquisitions that could disrupt our business and have an adverse impact on our financial condition. We have, and intend to continue, exploring potential strategic acquisitions of assets and businesses, including partnerships or joint ventures with third parties. Our management has limited experience with acquiring and integrating acquired strategic assets and companies into our business, and there is no assurance that any future acquisitions will be successful. We may not be successful in identifying appropriate targets for transactions. In addition, we may not be able to continue the operational success of acquired businesses or successfully finance or integrate any assets or businesses that we acquire or with which we form a partnership or joint venture. We may have potential write- offs of acquired assets or an impairment of any goodwill recorded as a result of acquisitions. Furthermore, the integration of any acquisition may divert management' s time and resources from our core business and disrupt our operations or may result in conflicts with our business. Any acquisition, partnership, or joint venture may reduce our cash reserves, may negatively affect our earnings and financial performance, and, to the extent financed with the proceeds of debt, may increase our indebtedness, and, to the extent acquired or financed through equity **issuance, dilute our current investors. We cannot ensure that any acquisition, partnership, or joint venture we make will not have a material adverse effect on our business, financial condition, and results of operations. Acquisition transactions involve risks, including, but not limited to: • insufficient revenue to offset liabilities assumed; • inability to obtain any required third - ~~linked securities~~ party approvals; • requirements to enter into restrictive covenants in connection with obtaining third- party consents; • inadequate return of capital; • regulatory or compliance issues, including securing and maintaining regulatory approvals; • unidentified issues not discovered in due diligence; •**

integrating the operations or (as applicable) separately maintaining the operations; • financial reporting; • managing geographically dispersed operations; • potential unknown risks associated with an acquisition; • unanticipated expenses related to acquired businesses ~~our~~ or ~~initial~~ technologies and their integration into our existing ~~Business~~ business ~~Combination (~~ or technology; • the potential loss of key employees, customers or partners of an acquired business; or • the tax effects of any acquisitions. We are subject to risks associated with climate change, including the potential increased impacts of severe weather events on our operations and infrastructure. The potential physical effects of climate change, such as increased frequency and severity of storms, floods, fires, fog, mist, freezing conditions, sea- level rise, and other climate ~~than Class A common stock or equity~~ related events ~~linked securities issued~~, could affect ~~or~~ our operations ~~to be issued~~, infrastructure, and financial results. Operational impacts, such as the delay or cancellation of flights, could result in loss of revenue. In addition, certain of our operating locations are susceptible to the impacts of storm- related flooding and sea- level rise, which could result in costs and loss of revenue. We could incur significant costs to improve the climate resiliency of our infrastructure and otherwise prepare for, respond to, and mitigate the physical effects of climate change. We are not able to accurately predict the materiality of any ~~seller in~~ potential losses ~~our~~ or ~~initial~~ costs associated with the physical effects of climate change. In addition, climate change- related regulatory activity and developments may adversely affect our ~~Business~~ business ~~Combination). Shares~~ and financial results by requiring us to reduce our emissions, make capital investments to modernize certain aspects of ~~Class B common stock~~ our operations, purchase carbon offsets, or otherwise pay for our emissions. Such activity may also impact us indirectly by increasing our operating costs. Terrorist activities or warnings have dramatically impacted the aviation industry and will likely continue to do so. The terrorist attacks of September 11, 2001, and their aftermath have negatively impacted the aviation business in general. If additional terrorist attacks are launched against ~~also convertible at~~ the aviation industry ~~option of the holder at any time. Immediately after the consummation of our Initial Public Offering~~, there will be lasting consequences of the attacks, which may include loss of life, property damage, increased security and insurance costs, increased concerns about future terrorist attacks, increased government regulation, and airport delays due to heightened security. We cannot provide any assurance that these events will not harm the aviation industry generally or our operations or financial condition in particular. Our operations in the private aviation sector may be subject to risks associated with protests targeting private aviation services. Our operations in the private aviation sector may be subject to risks associated with protests or vandalism targeting private aviation services. These protests or vandalism can lead to disruptions, damage, or loss of our aircraft, impacting our ability to conduct operations smoothly which may negatively impact our results of operations and financial condition. While, to date, our aircraft have not been affected by protests targeting private aviation, unforeseen circumstances could lead to our aircraft becoming involved in such events. Should our aircraft be affected by protests or related activities, it could result in operational disruptions, damage, or loss, and may adversely affect our reputation, hurt the market for our securities, and decrease demand for our aviation services. Risks Related to Legal and Regulatory Matters We are subject to significant governmental regulation. All interstate air carriers, including us, are subject to regulation by the Department of Transportation (the " DOT "), the FAA, and other governmental agencies, including the Department of Homeland Security, the Transportation Security Administration (" TSA "), and Customs and Border Protection. We cannot predict whether we will be able to comply with all present and future laws, rules, regulations, and certification requirements or that the cost of continued compliance will not have a material adverse effect on our operations. We incur substantial costs in complying with the laws, rules, and regulations to which we are subject. A decision by the FAA to ground, or require time- consuming inspections of or maintenance on, all or any of our aircraft for any reason may have a material adverse effect on our operations. Changes to TSA rules that may result in additional screening or required TSA screening for private flights may have a material adverse change on our operations. In addition, we are also subject to restrictions imposed by federal law on foreign ownership of U. S. air carriers and oversight by the DOT in maintaining our status as a U. S. Citizen, as that term is defined by the DOT. The restrictions imposed by federal law currently require that no ~~shares~~ more than 25 % of ~~preferred~~ the Common ~~stock~~ Stock of Volato Group be voted, directly or indirectly, by persons who are not U. S. Citizens, and that our chief executive officer, president, at least two- thirds of our officers, and at least two- thirds of the members of our Board be U. S. Citizens. Additionally, we must be under the actual control of U. S. citizens. A failure to comply with or changes to these restrictions may materially adversely affect our business. These restrictions may limit our ability to accept investment from one or more non- U. S. citizens. Because our software could be used to collect and store personal information, privacy concerns in the territories in which we operate could result in additional costs and liabilities to us or inhibit sales of our software. The regulatory framework for privacy issues worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. Many government bodies and agencies have adopted or are considering adopting laws and regulations regarding the collection, use, storage, and disclosure of personal information and breach notification procedures. We are also required to comply with laws, rules, and regulations relating to data security. Interpretation of these laws, rules, and regulations and their application to our software and professional services in applicable jurisdictions is ongoing and cannot be fully determined at this time. In the United States, these include rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the California Consumer Privacy Act of 2018 (the " CCPA "), and other state and federal laws relating to privacy and data security. By way of example, the CCPA requires covered businesses to provide new disclosures to California residents, provide them new ways to opt- out of certain disclosures of personal information, and allows for a new cause of action for data breaches. It includes a framework that includes potential statutory damages and private rights of action. There is some uncertainty as to how the CCPA, and similar privacy laws emerging in other states, could impact our business as it depends on how these laws will be interpreted. As

we expand our operations, compliance with privacy laws may increase our operating costs. We may become involved in litigation that may materially adversely affect us. From time to time, we may become involved in various legal proceedings relating to matters incidental to the ordinary course of our business, including but not limited to employment, commercial, product liability, class action, whistleblower, and other litigation and claims, and governmental and other regulatory investigations and proceedings. These matters can be time- consuming, divert management' s attention and resources, cause us to incur significant expenses or liability, and require us to change our business practices. Because of the potential risks, expenses, and uncertainties of litigation, we may, from time to time, settle disputes, even where we believe that we have meritorious claims or defenses. Because litigation is inherently unpredictable, we cannot assure you that the results of any of these actions will not have a material adverse effect on our business, results of operations, and financial condition. We assess contingencies to determine the degree of probability and range of possible loss for potential accrual in our financial statements. We would accrue an estimated loss contingency in our financial statements if it were probable that a liability had been incurred and the amount of the loss could be reasonably estimated. Due to the unpredictable nature of litigation, assessing contingencies is highly subjective and requires judgments about future events. The amount of actual losses may differ from our current assessment. As a result of the costs and expenses of defending ourselves against lawsuits or claims, and risks and consequences of legal actions, regardless of merit, our results of operations and financial position could be adversely affected or cause variability in our results compared to expectations. We are subject to various environmental and noise laws and regulations, which could have a material adverse effect on our business, results of operations, and financial condition. We are subject to increasingly stringent federal, state, local, and foreign laws, regulations, and ordinances relating to the protection of the environment and noise, including those relating to emissions to the air, discharges (including storm water discharges) to surface and subsurface waters, safe drinking water, and the use, management, disposal, and release of, and exposure to, hazardous substances, oils, and waste materials. We are or may be subject to new or proposed laws and regulations that may have a direct effect (or indirect effect through our third- party specialists or airport facilities at which we operate) on our operations. In addition, U. S. airport authorities are exploring ways to limit de- icing fluid discharges. Any changes to existing laws and regulations or the adoption of new laws and regulations could have an adverse impact on our business, results of operations, and financial condition. Similarly, we are subject to environmental laws and regulations that require us to investigate and remediate soil or groundwater to meet certain remediation standards. Under certain laws, generators of waste materials, and current and former owners or operators of facilities, can be subject to liability for investigation and remediation costs at locations that have been identified as requiring response actions. Liability under these laws may be strict, joint, and several, meaning that we could be liable for the costs of cleaning up environmental contamination regardless of fault or the amount of wastes directly attributable to us. We may incur substantial maintenance costs as part of our leased aircraft return obligations. Our aircraft lease agreements may contain provisions that require us to return aircraft airframes and engines to the lessor in a specified condition or pay an amount to the lessor based on the actual return condition of the equipment. These lease return costs are recorded in the period in which they are incurred. Our leased aircraft are maintained under maintenance contracts with relevant suppliers for the leased aircraft. Upon return of a leased aircraft, there is a risk that a maintenance issue will be identified that was not addressed under the applicable maintenance agreements. Any unexpected increase in maintenance return costs may negatively impact our financial position and results of operations. Environmental regulation and liabilities, including new or developing laws and regulations, or our initiatives in response to pressure from our stakeholders may increase our costs of operations and adversely affect us. In recent years, governments, customers, suppliers, employees, and other of our stakeholders have increasingly focused on climate change, carbon emissions, and energy use. Laws and regulations that curb the use of conventional energy or require the use of renewable fuels or renewable sources of energy, such as wind or solar power, could result in a reduction in demand for hydrocarbon- based fuels such as oil and natural gas. In addition, governments could pass laws, regulations, or taxes that increase the cost of such fuels, thereby decreasing demand for our services and also increasing the costs of our operations by our third- party aircraft operators. Other laws or pressure from our stakeholders may adversely affect our business and financial results by requiring, or otherwise causing, us to reduce our emissions, make capital investments to modernize certain aspects of our operations, purchase carbon offsets, or otherwise pay for our emissions. This activity may also impact us indirectly by increasing our operating costs. More stringent environmental laws, regulations, or enforcement policies, as well as motivation to maintain our reputation with our key stakeholders, could have a material adverse effect on our business, financial condition, and results of operations. The issuance of operating restrictions applicable to one of the fleet types we operate could have a material adverse effect on our business, results of operations, and financial condition. Our owned and leased fleet is comprised of a limited number of aircraft types, including primarily the HondaJet HA- 420. The issuance of FAA or manufacturer directives restricting or prohibiting the use of any one or more of the aircraft types we operate will have a material adverse effect on our business, results of operations, and financial condition. Risks Related to Our Contractual Obligations Our obligations in connection with our contractual obligations, including long- term leases and debt financing obligations, could impair our liquidity and thereby harm our business, results of operations, and financial condition. We have significant long- term lease and debt financing obligations, and we may incur additional obligations as we expand our aircraft fleet and operations. As of December 31, 2023, all of our aircraft are wholly or majority- owned by third parties and leased to us. On October 5, 2022, we entered into a Pre- Delivery Payment Agreement (" PDP Agreement ") with a Shearwater Global Capital entity for the financing of PDP Agreement payments on four Gulfstream G280s under four separate purchase agreements executed in March 2022 (" G280 Purchase Agreements "). The PDP Agreement is secured by all of our rights in the G280

Purchase Agreements, all of the reserves under the PDP Agreement, each of the Aircraft, and all present or future additions, attachments, or accessories thereto and replacements thereof, all engines and avionics, all tools, manuals, service records, software, and similar information and materials related to each G280, all payments, amounts, refunds, rebates, and all other amounts of any kind whatsoever relating to any or all of the Purchase Agreements and / or any or all of the aircraft, and the products, proceeds, rents, and profits therefrom or thereof. The PDP Agreement provides for a Twelve and Half Percent (12. 5 %) interest rate on all PDP Agreement promissory notes (" PDP Notes ") issued **by the lender for payments made under the PDP Agreement, for** ~~and~~ **an** ~~outstanding~~ **aggregate principal balance of up to $ 40** . ~~We may~~ **5 million. As of December 31, 2023, there is a balance of $ 28. 5 million in PDP Notes, with $ 2. 0 million in letters of credit with Chase Bank that are secured with $ 2. 1 million in restricted cash (interest- bearing). Additionally, the Company** ~~issue~~ **issued** a ~~substantial number~~ **promissory note to Dennis Liotta in the original principal amount** of **$ 1. 0 million with a maturity date of March 31, 2024, and an interest rate of Ten Percent (10 %). The ability to timely pay our existing or future contractual obligations, including our long- term lease obligations and required payments under the PDP Notes, will depend on the results of our operations, cash flow, liquidity, and ability to secure** additional **financing** ~~shares of common or preferred stock to complete our initial Business Combination or under an employee incentive plan after completion of our initial Business Combination. We may also issue shares of Class A common stock to redeem the warrants or upon conversion of the Class B common stock at a ratio greater than one- to- one at the time of our initial Business Combination as a result of the anti- dilution provisions contained in our amended and restated certificate of incorporation. However~~ , **which** ~~our amended and restated certificate of incorporation~~ will ~~provide~~ **in turn depend on** , among other things, **the success of our current business strategy, U. S. and global economic and political conditions, the availability and cost of financing, and other factors** that ~~prior~~ **may be beyond our control. If our liquidity is materially diminished, our cash flow available** to **fund our working capital requirements, debt service obligations, capital expenditures, and strategic initiatives may be materially and adversely affected,** ~~our~~ **or** ~~initial Business Combination,~~ we may not ~~issue~~ **be able to realize the benefits of, or otherwise maintain, certain relationships with our business partners. We cannot be assured that our operations will generate sufficient cash flow to make any required payments, or that we will be able to obtain financing to make expenditures in pursuit of our strategic initiatives. The amount of our contractual obligations and timing of required payments could have a material adverse effect on our business, results of operations, and financial condition. Agreements governing our debt obligations include financial and other covenants that provide limitations on our business and operations under certain circumstances, and failure to comply with any of the covenants in such agreements could adversely impact us. Our financing agreements, including those in connection with the PDP Notes and other financing agreements that we may enter into from time to time, contain certain affirmative, negative, and financial covenants, and other customary events of default. Certain covenants in our financing agreements are subject to important exceptions, qualifications, and cure rights, including, under limited circumstances, the requirement to provide** additional **collateral or prepay or redeem certain obligations. In addition, certain of our financing agreements are or may be cross- collateralized, such that an event of default or acceleration of indebtedness under one agreement could result in an event of default under other financing agreements. If we fail to comply with such covenants, if any other events of default occur for which no waiver or amendment is obtained, or if we are unable to timely refinance the debt obligations subject to such covenants or take other mitigating actions, the holders of our indebtedness could, among other things, declare outstanding amounts immediately due and payable and, subject to the terms of relevant financing agreements, repossess or foreclose on collateral, including certain of our aircraft or other assets used in our business. The acceleration of significant indebtedness or actions to repossess or foreclose on collateral may cause us to renegotiate, repay, or refinance the affected obligations, and there is no assurance that such efforts would be successful or on terms we deem attractive. In addition, any acceleration or actions to repossess or foreclose on collateral under our financing agreements could result in a downgrade of any credit ratings then applicable to us, which could result in additional events of default or limit our ability to obtain additional financing. Risks Related to Ownership of Our Securities and Being a Public Company Future sales, or the perception of future sales, by us or our stockholders in the public market could cause the market price for our common stock to decline. The sale of** shares of **our common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of our common stock. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. Certain Volato stockholders, including certain existing stockholders of certain classes of Volato stock holding greater than 250, 000 shares of our share** capital **as well as the officers and directors and certain additional management personnel of PACI and Volato, entered into a lock- up agreement (the " Stockholder Lock- up Agreement ") with PACI. Holders of Series A- 1** stock **, Series A- 2 stock, and Series A- 3 stock held by any stockholder will not be locked up. Under the terms of the Stockholder Lock- up Agreement, such stockholders, will each agree, subject to certain customary exceptions,** that **during** ~~would entitle~~ the ~~holders thereof to~~ **period that is the earlier of** (i) ~~receive funds from~~ the ~~Trust Account or~~ **date that is 180 days following the Effective Time, and** (ii) ~~vote as~~ **the date specified in** a ~~class with~~ **written waiver of the provisions of the Stockholder Lock- up Agreement duly executed by Sponsor and PACI, not to offer, sell, contract to sell, pledge** ~~our~~ **or** ~~Public~~ **otherwise dispose of, directly or indirectly, any Lock- up Shares, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock- up** Shares (~~a~~ **whether any of these transactions are to be settled by delivery of any such Lock- up Shares, in cash or otherwise**) **, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any " short sales " as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, or any type of direct and indirect stock pledges, forward sale contracts,**

options, puts, calls, swaps and similar arrangements (including on **a total return basis),** ~~our~~ **or sales** ~~initial Business Combination~~ or **other transactions through non- US broker dealers or foreign regulated brokers. As used herein, " Lock-up Shares " means, in the case of Volato stockholders, those shares of Class A Common Stock of Volato Group received by such Volato stockholder as merger consideration in the Transactions and beneficially owned by such Volato stockholder as specified** on ~~any other~~ -- **the** ~~proposal presented to~~ **signature block of the** ~~stockholders~~ **Stockholder** ~~prior to~~ **Lock- up Agreement. In the future, Volato Group may also issue** ~~or~~ **our securities** in connection with ~~the completion~~ **investments or acquisitions. The number** of **shares of our Common Stock issued in connection with** an **investment** ~~initial Business Combination or (b) to approve an amendment to our~~ **or acquisition** ~~amended and restated certificate of incorporation to (x) extend the time we have to consummate a Business Combination beyond December 3, 2023 or (y) amend the foregoing provisions. These provisions of our amended and restated certificate of incorporation, like all provisions of our amended and restated certificate of incorporation, may be amended with a stockholder vote. The issuance of additional shares of common or preferred stock: • may significantly dilute the equity interest of investors in our Initial Public Offering; • may subordinate the rights of holders of common stock if preferred stock is issued with rights senior to those afforded our common stock; •~~ could ~~cause~~ **constitute** a **material portion** ~~change in control if a substantial number of shares of our common stock are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; • may have the effect of delaying or preventing a change of control of us by diluting the stock ownership or voting rights of a person seeking to obtain control of us; • may adversely affect prevailing market prices for our units, Class A common stock and / or warrants; and • may not result in adjustment to the exercise price of our warrants. We may amend the terms of the public warrants in a manner that may be adverse to holders with the approval by the holders of at least 65 % of the then outstanding public warrants. As a result, the exercise price of your warrants could be increased, the exercise period could be shortened and the number of shares of our Class A common stock purchasable upon exercise of a warrant could be decreased, all without your approval. Our warrants will be issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The warrant agreement 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 correct any mistake, including to conform the provisions of the warrant agreement to the description of the terms of the warrants and the warrant agreement set forth in the prospectus for our Initial Public Offering, or defective provision, or (ii) 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. The approval by the holders of at least 65 %~~ of the then- outstanding **shares** ~~public warrants is required to make any change that adversely affects the interests~~ of ~~the registered holders of public warrants. With respect to any amendment to the terms of the Private Placement Warrants or~~ **our** ~~any provision~~ **Common Stock. Any issuance** of ~~the warrant agreement~~ **additional securities in connection** with ~~respect~~ **investments or acquisitions may result in additional dilution** to **our stockholders. If we fail to maintain** ~~the Private Placement Warrants, 65 % of the number of the then- outstanding Private Placement Warrants must approve any~~ -- **an effective system** ~~change that adversely affects the interests~~ of ~~the holders of Private Placement Warrants. Although~~ **disclosure controls and internal control over financial reporting,** our ability to **produce timely** ~~amend~~ -- **and accurate financial statements or comply** ~~the terms of the public warrants~~ with **applicable regulations** ~~the consent of at least 65 % of the then outstanding public warrants is unlimited, examples of possible amendments~~ could be **impaired** ~~amendments to~~ , ~~among~~ **which may adversely affect investor confidence in us and, as a result, the market price of the Common Stock. We are required to maintain effective disclosure controls and procedures and internal control over financial reporting. As a newly public company, we continue to refine our disclosure controls and** other ~~things~~ **procedures that are designed to ensure that information required to be disclosed by us in filings with the SEC is recorded** , **processed, summarized and reported within the time periods specified in SEC rules, and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our management, including our principal executive and financial officers. We will continue to refine our internal control over financial reporting. We will be required to make a formal assessment of the effectiveness of our internal control over financial reporting and once we** ~~increase~~ --- **cease to be an emerging growth company, we will be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with** ~~the~~ **these** ~~exercise~~ **requirements within the prescribed time period, we have been engaging, and will continue to engage, in a process to document and evaluate our internal control over financial reporting. This process is both costly and challenging, and requires us to dedicate significant internal resources. We may also engage outside consultants and hire new employees with the requisite skill set and experience. We have assessed and documented the adequacy of our internal control over financial reporting, validated through testing that controls are functioning as documented and implemented a continuous reporting and improvement process for internal control over financial reporting. There is a risk that we will not be able to conclude, within the prescribed time period or at all, that our internal control over financial reporting is effective as required by Section 404 of the Sarbanes- Oxley Act. Moreover, our testing, or the subsequent testing by our independent registered public accounting firm, may reveal additional deficiencies in our internal control over financial reporting that are deemed to be material weaknesses. Any failure to implement and maintain effective disclosure controls and procedures and internal control over financial reporting, including the identification of one or more material weaknesses, could cause investors to lose confidence in the accuracy and completeness of our financial statements and reports, which would likely adversely affect the market** price of the ~~warrants, shorten the exercise period, or decrease the number of shares of our Class A common~~ **Common** ~~stock~~ **Stock** ~~purchasable upon exercise of a warrant~~ **. In addition, we could be subject to sanctions or investigations by NYSE American, the SEC and other regulatory authorities** . Our ~~warrant agreement will~~ **Certificate of Incorporation** ~~designate~~ **designates**

~~the~~ **specific** 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 **substantially all stockholder litigation matters** ~~certain types of actions and proceedings that may be initiated by holders of our warrants~~, which could limit the ability of ~~warrant holders~~ **our Stockholders** to obtain a favorable ~~judicial~~ forum for disputes with ~~the Company~~ **us or our directors, officers or employees**. Our ~~warrant agreement provides~~ **Certificate of Incorporation requires, to the fullest extent permitted by law,** that **derivative actions brought in our name**, ~~subject to applicable law~~ **actions against current or former directors**, ~~(i)~~ **officers or other employees for breach of fiduciary duty,** any action **asserting a** ~~, proceeding, or~~ claim ~~against us~~ arising **pursuant to** ~~out of or relating in~~ any **provision** ~~way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts~~ of the **DGCL,** ~~State of New York or~~ **our Certificate of Incorporation** ~~the United States District Court for~~ -- **or Bylaws** ~~the Southern District of New York~~, ~~and (ii) that we irrevocably submit to that jurisdiction, which jurisdiction shall be the exclusive forum for~~ any action **asserting a** ~~, proceeding, or~~ claim ~~. We will waive~~ **governed by the internal affairs doctrine of the State of Delaware or** any **other action asserting an " internal corporate claim " (as defined in** ~~objection~~ **Section** ~~to exclusive~~ **115 of the DGCL), confer** jurisdiction **to the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have jurisdiction, the federal district court** ~~or for that these~~ -- **the District of Delaware or other state** courts ~~represent~~ **of the State of Delaware), unless we consent in writing to the selection of** an ~~inconvenient~~ **alternative** forum. **This** ~~Notwithstanding the foregoing, these provisions~~ - **provision would** ~~of the warrant agreement will~~ not apply to suits brought to enforce ~~any~~ **a duty or** liability ~~or duty~~ created by the Exchange Act or any other claim for which the federal **courts have exclusive jurisdiction. Our Certificate of Incorporation also provides that, unless we consent in writing to the selection of an alternative forum, the federal** district courts of the United States **shall be** ~~of America are~~ the ~~sole and~~ exclusive forum ~~. Any person or~~ **for the resolution of** ~~entity purchasing or otherwise acquiring~~ any ~~interest in any~~ **complaint asserting a cause** of **action arising under** ~~our warrants shall be deemed to have consented to~~ the **Securities Act** ~~forum provisions in our warrant agreement~~. This ~~choice- of- forum~~ provision may limit a **Stockholder** ~~warrant holder~~ ' s ability to bring a claim in a judicial forum that it finds favorable for disputes with **us and our directors, officers or** ~~the~~ **other employees and** ~~Company, which~~ may **have the effect of** ~~discourage~~ **discouraging** lawsuits **against** ~~. Alternatively, if a court~~ -- **our** ~~were~~ **directors, officers and other employees. Furthermore, Stockholders may be subject** to **increased costs to bring these claims, and the exclusive forum provision could have the effect of discouraging claims or limiting investors' ability to bring claims in a judicial forum that they** find **favorable** ~~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 the matter in another jurisdiction, which could materially and adversely affect our business, financial condition, and results of operations and result in a diversion of the time and resources of our management and board of directors. We may redeem your unexpired warrants prior to their exercise at a time that is disadvantageous to you, thereby making your warrants worthless. We have the ability to redeem outstanding warrants at any time after they become exercisable and prior to their expiration, at a price of $ 0. 01 per warrant, provided that the last reported sales price of our Class A common stock 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 the date on which we give proper notice of such redemption and provided certain other conditions are met. If and when the warrants become redeemable by us, we may 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 even if the holders are otherwise unable to exercise the warrants. Redemption of the outstanding warrants could force you (i) to exercise your warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) to sell your warrants at the then- current market price when you might otherwise wish to hold your warrants, or (iii) to accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, is likely to be substantially less than the market value of your warrants~~. In addition, ~~we may redeem your warrants after they~~ - **the** ~~become exercisable~~ **enforceability of similar exclusive** ~~for~~ **forum provisions in other companies** ~~$ 0. 10 per warrant upon a minimum of 30 days~~ ' **certificates** ~~prior written notice~~ of **incorporation** ~~redemption, provided that holders will be able to exercise their warrants prior to redemption for a number of Class A common stock determined based on the redemption date and the fair market value of our Class A common stock. Any such redemption may have similar consequences to a cash redemption described above. In addition, such redemptions may occur at a time when the warrants are " out of the money, " in which case you would lose any potential embedded value from a subsequent increase in the value of the Class A common stock had your warrants remained outstanding. 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. None of the Private Placement Warrants will be redeemable by us as~~ **has been challenged** ~~so long as they are held by the initial purchasers of the Private Placement Warrants or their permitted transferees subject to limited exceptions. Our warrants and Founder Shares may have an adverse effect on the market price of our Class A common stock and make it more difficult to effectuate our initial Business Combination. We issued 27, 600, 000 of our shares of Class A common stock as part of the units issued~~ in **legal** ~~our Initial Public Offering and, simultaneously with the closing of our Initial Public Offering, we issued in a Private Placement an aggregate of 15, 226, 000 Private Placement Warrants, each exercisable to purchase one share of Class A common stock at $ 11. 50 per share, subject to adjustment. Our Sponsor and Blackrock hold 6, 900, 000 shares of Class B common stock. The shares of Class B common stock are convertible into shares of Class A common stock on a one- for- one basis, subject to adjustment. In case we issue any extension promissory notes to our Sponsor or its affiliates or designees in connection with implementing an extension to the time period in which we must complete our initial Business Combination, as described elsewhere herein, such extension promissory notes may be converted into warrants identical to the Private Placement Warrants at the election of the lender. In addition, if the Sponsor, its affiliates or a member of our management team makes any~~

working capital loans, it may convert up to $ 1, 500, 000 of the loans into up to an additional 1, 500, 000 warrants, at the price of $ 1. 00 per warrant, at the option of the lender. Such warrants would be identical to the Private Placement Warrants. We may also issue shares of Class A common stock in connection with our redemption of our warrants. To the extent we issue shares of Class A common stock to effectuate a Business Combination, the potential for the issuance of a substantial number of additional shares of Class A common stock upon exercise of these warrants and conversion rights could make us a less attractive acquisition vehicle to a target business. Any such issuance will increase the number of issued and outstanding shares of Class A common stock and reduce the value of the shares of Class A common stock issued to complete the Business Combination. Therefore, our warrants and Founder Shares may make it more difficult to effectuate a Business Combination or increase the cost of acquiring the target business. A provision of our warrant agreement may make it more difficult for us to complete an initial Business Combination. If (i) we issue additional Class A common stock or equity- linked securities for capital raising purposes in connection with the closing of our initial Business Combination at a Newly Issued Price of less than $ 9. 20 per share of Class A common stock, (ii) the aggregate gross proceeds **proceedings** from the issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of our initial Business Combination on the date of the completion of our initial Business Combination (net of redemptions), and (iii) the Market Value is below $ 9. 20 per share, then the exercise price of the warrants will be adjusted to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the $ 10. 00 and $ 18. 00 per share redemption trigger prices will be adjusted (to the nearest cent) to be equal to 100 % and 180 % of the higher of the Market Value and the Newly Issued Price, respectively. This may make it more difficult for us to complete an **and** initial Business Combination with a target business. Risks Relating to our Management We are dependent upon our 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 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 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 officers. The unexpected loss of the services of one or more of our directors or officers could have a detrimental effect on us. Our ability to successfully effect our initial Business Combination and to be successful thereafter will be totally dependent upon the efforts of our key personnel, some of whom may join us following our initial Business Combination. The loss of our or a target' s key personnel could negatively impact the operations and profitability of our post- combination business. Our ability to successfully effect our 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 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 individual we engage after our initial Business Combination, we cannot assure you that our assessment of these individuals will prove to be correct. These individuals may be unfamiliar with the requirements of operating a company regulated by the SEC, which could cause us to have to expend time and resources helping them become familiar with such requirements. In addition, the officers and directors of Business Combination target may resign upon completion of our initial Business Combination. The departure 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 members of an acquisition candidate' s management team will remain associated with the Business Combination target following our initial Business Combination, it is possible that members of the management of a Business Combination target will not wish to remain in place. The loss of key personnel could negatively impact the operations and profitability of our post- combination business. 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 and comply with applicable rules and regulations, which could, in **connection** turn, negatively impact the value of our stockholders' investment in us. When evaluating the desirability of effecting our initial Business Combination with a prospective target business, our ability to assess the management of a target business may be limited due to a lack of time, resources, or information. Our assessment of the capabilities of the management of the target business, therefore, may prove to be incorrect and the management may lack the skills, qualifications, or abilities we anticipated. Should the management of the target business not possess the skills, qualifications, or abilities necessary to manage a public company and comply with applicable rules and regulations, the operations and profitability of the post- combination business may be negatively impacted. Accordingly, any stockholders who choose to remain stockholders following the Business Combination could suffer a reduction in the value of their securities. These stockholders are unlikely to have a remedy for any reduction in value. Certain of our officers and directors are now, and all of them may in the future become, affiliated with entities engaged in business activities similar to those intended to be conducted by us and, accordingly, may have conflicts of interest in allocating their time and determining to which entity a particular business opportunity should be presented. Until we consummate our initial Business Combination, we intend to engage in the business of identifying and combining with one or more **actions or proceedings described above** businesses. Our Sponsor and officers and directors are, **a court could rule** and may in the future become, affiliated with entities that are engaged **this provision** in a similar business **our Certificate of Incorporation is inapplicable or unenforceable**. **In March 2020, the** Our officers and directors also may become aware **Delaware** of business opportunities **Supreme Court issued a decision in Salzberg, et al. v. Sciabacucchi** which may **found that an exclusive forum provision providing for claims under the Securities Act to** be **brought in federal** appropriate for presentation to us and the other entities to which they owe certain fiduciary or contractual duties, including the special purpose acquisition companies noted

below and any other special purpose acquisition companies they may become involved with. Certain of our **court** directors and officers are affiliated with other special purpose acquisition companies and our Sponsor and directors and officers are also not prohibited from sponsoring, investing in, or otherwise becoming involved with, any other blank check companies, including in connection with their initial Business Combinations, prior to us completing our initial Business Combination. 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 amended and restated certificate of incorporation provides that we renounce our interest in any corporate opportunity offered to any director or officer unless the opportunity is **facially valid under Delaware law** expressly offered to the person solely in his or her capacity as a director or officer of the Company and the 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. Our officers, directors, security holders and their respective affiliates may have competitive pecuniary interests that conflict with our interests. We **intend** have not adopted a policy that expressly prohibits our directors, officers, security holders, or affiliates from having a direct or indirect pecuniary or financial interest in any investment to **enforce this provision** be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact , **but** we may enter into a Business Combination with a target business that is affiliated with our Sponsor, members of our Sponsor, or our directors or officers. We do not have a policy that expressly prohibits these persons from engaging for their own account in business activities of the types conducted by us. Accordingly, these 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 stockholders' best interest. 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, members of our sponsor, officers, directors, members of our VC Advisory Board or existing holders which may raise potential conflicts of interest. In light of the involvement of our Sponsor, executive officers, members of our VC Advisory Board and directors with other entities, we may decide to acquire one or more businesses affiliated with our Sponsor, members of our Sponsor, or our executive officers, or directors. Our directors and members of our VC Advisory Board also serve as officers and board members for other entities. Our sponsor, officers, members of our VC Advisory Board, and directors may sponsor, form, or participate in other blank check companies similar to ours during the period in which we are seeking an initial Business Combination. These entities may compete with us for Business Combination opportunities. 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 the affiliated entity met our criteria and guidelines for a Business Combination and the 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 that is a member of FINRA or an independent accounting firm regarding the fairness to the Company from a financial point of view of a Business Combination with one or more domestic or international businesses affiliated with our Sponsor, members of our Sponsor, or our executive officers, or directors, potential conflicts of interest still may exist and, as a result, the terms of the Business Combination may not be as advantageous to our public stockholders as they would be absent any conflicts of interest. Because our Sponsor, officers, and directors will lose their entire investment in us if our 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 May 4, 2021, our sponsor paid $ 25, 000, or approximately $ 0. 004 per share, to cover certain of our offering costs in consideration of 5, 750, 000 shares of Class B common stock, par value $ 0. 0001. We declared a 1. 2 for 1 stock split with respect to the Class B common stock prior to our Initial Public Offering and a portion of the Class B common stock repurchased from our Sponsor at cost and reissued to BlackRock. Prior to the initial investment in the Company of $ 25, 000 by the Sponsor, the Company had no assets, tangible or intangible. The per share price of the Founder Shares was determined by dividing the amount contributed to the Company by the number of Founder Shares issued. We effected the stock split with respect to our Class B common stock immediately prior to the consummation of our Initial Public Offering so as to maintain the number of founder shares at 20 % of the outstanding shares of our common stock upon the consummation of our Initial Public Offering. The Founder Shares will be worthless if we do not **know whether courts** complete an initial Business Combination. In addition, our Sponsor and BlackRock purchased an aggregate of 15, 226, 000 Private Placement Warrants, each exercisable to purchase one share of Class A common stock at $ 11. 50 per share, subject to adjustment, at a price of $ 1. 00 per warrant, in **other jurisdictions will agree** a private placement that closed simultaneously with **this decision** the closing of our **or enforce it** Initial Public Offering . If **a** we do not consummate an initial business by June 3, 2023 (or at the latest by December 3, 2023, if applicable), the Private Placement Warrants will expire worthless. The personal and financial interests of our **court** 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 June 3, 2023 (or the applicable extension date up to December 3, 2023) nears, which is the deadline for our consummation of an initial Business Combination. Our initial stockholders and anchor investors may exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support. Upon the closing of our Initial Public Offering, our Sponsor and Blackrock will own shares representing at least 20 % of our issued and outstanding shares of common stock. In addition, Magnetar and Blackrock units in our Initial Public Offering. As a result, upon completion of our Initial Public Offering, our Sponsor, Magnetar, and Blackrock owned shares representing 31. 9 % of our issued and outstanding shares of common stock. Accordingly, they may exert a substantial influence on actions requiring a stockholder vote, potentially in a manner that you do not support, including amendments to our amended and restated certificate of incorporation and approval of major corporate transactions. If our Sponsor or members thereof, our

officers or directors, Blackrock, or Magnetar purchase any additional shares of common stock in the aftermarket or in privately negotiated transactions, this would increase their control. In addition, our board of directors, whose members were elected by our Sponsor, is and will be divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. We may not hold an annual meeting of stockholders to elect new directors prior to the completion of our Business Combination, in which case all the current directors will continue in office until at least the completion of the Business Combination. If there is an annual meeting, because of our " staggered " board of directors, only a minority of the board of directors will be considered for election and prior to the completion of our initial Business Combination, only our initial stockholders will be able to elect or remove directors. In addition, prior to the completion of an initial Business Combination, our Sponsor, as the holder of the majority of our Founder Shares, may remove a member of the board of directors or the entire board of directors for any reason. Accordingly, our initial stockholders will continue to exert control at least until the completion of our Business Combination. Risks Associated with Acquiring and Operating a Business in Foreign Countries If we pursue a target business 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 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 a company in a foreign country, we would be subject to many special considerations or risks associated with companies operating in an international setting, including any of the following: • higher costs and difficulties inherent in managing cross-border business operations and complying with different commercial and legal requirements of overseas markets; • rules and regulations regarding currency redemption; • imposition of withholding taxes; • 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; • longer payment cycles; • tax issues, such as tax law changes and variations in tax laws as compared to the United States; • currency fluctuations and exchange controls; • rates of inflation; • challenges in collecting accounts receivable; • 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 the initial Business Combination, or, if we complete the transaction, our operations might suffer, either of which may adversely impact our business, financial condition, and results of operations. General Risk Factors We are a recently formed company with little operating history and no operating revenues, and you have no basis on which to evaluate our ability to achieve our business objective. We are a recently formed company with little operating history and no operating revenues. All activity since inception through December 31, 2022 relates to the Company' s formation and the Initial Public Offering and, since the closing of the Initial Public Offering, a search for a Business Combination candidate. Because we lack any substantive operating history, you have no basis upon which to evaluate our ability to achieve our business objective of completing our initial Business Combination with one or more target businesses. We have no plans, arrangements or understandings with any prospective target business concerning a Business Combination and may be unable to complete our Business Combination. If we fail to complete our initial Business Combination within the prescribed timeframe, we will never generate any operating revenues. Past performance by PROOF. VC, our management team, and members of our VC Advisory Board is not indicative of future performance of an investment in us. Information regarding performance by, or businesses associated with, PROOF. VC or our management team or our VC Advisory Board members, is presented for informational purposes only. Any past experience and performance of PROOF. VC or our management team or our VC Advisory Board Members is not a guarantee either: (i) that we will be able to successfully identify a suitable candidate for our initial Business Combination; or (ii) of any results with respect to any initial Business Combination we may consummate. You should not rely on the historical record of the performance of PROOF. VC or our management team as being indicative of the future performance of an investment in us or the returns we will, or are likely to, generate going forward. Information regarding the financial performance of funds managed by PROOF. VC or of specific PROOF. VC portfolio company investments, is provided for informational purposes only. Past performance of PROOF. VC is not indicative of PROOF. VC' s future results, and you should not rely on the information relating to the performance of funds managed by PROOF. VC (which are investment funds that have invested in multiple portfolio companies), or of specific PROOF. VC portfolio company investments, as indicative of the future performance of PROOF Acquisition Corp I (which is a blank check company whose strategy is as described elsewhere herein), or of an investment in PROOF Acquisition Corp I. In addition, our management team, members of our VC Advisory Board, and their respective affiliates have been involved with a large number of public and private companies not all of which have achieved successful performance levels. PROOF. VC is under no obligation to source potential opportunities for our initial Business Combination. PROOF. VC may have a duty to offer Business Combination opportunities to certain PROOF. VC funds before other parties, including the Company, and may seek to engage in transactions with businesses that could have otherwise been attractive Business Combination opportunities for us. PROOF. VC may become aware of a potential Business Combination opportunity that may be an attractive opportunity for the Company. However, PROOF. VC is under no obligation to source any potential opportunities for our initial Business Combination or refer any such opportunities to the Company or provide any other services to the Company. PROOF. VC has fiduciary and contractual duties to its investment vehicles and to certain companies in which it has invested. As a result, PROOF.

~~VC may have a duty to offer business opportunities to certain PROOF. VC funds before other parties, including the Company, and may seek to engage in transactions with businesses that could have otherwise been attractive Business Combination targets for us. Additionally, certain companies in which PROOF. VC has invested may enter into transactions with, provide goods or services to, or receive goods or services from an entity with which we seek to complete our initial Business Combination. Transactions of these types may present a conflict of interest because PROOF. VC may directly or indirectly receive a financial benefit because of such a transaction. Cyber incidents or attacks directed at us could result in information theft, data corruption, operational disruption, and 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 these 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. Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, including our ability to negotiate and complete our initial Business Combination, and results of operations. We are subject to laws and regulations enacted by national, regional, and local governments as well as rules and regulations of the NYSE. Compliance with, and monitoring of, applicable laws, rules, and regulations may be difficult, time consuming, and costly. Those laws, rules, and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on our business, investments, and results of operations. In addition, a failure to comply with applicable laws, rules, 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. 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 intend to 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 stockholder approval of any golden parachute payments not previously approved. As a result, our stockholders do not have access to certain information they may deem important. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, including if the market value of our Class A common stock held by non- affiliates exceeds $ 700 million as of any September 30 before that time, in which case we would no longer be an emerging growth company as of the following December 31. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they~~ **the** ~~otherwise would be, there may be a less active trading market for our securities, and the trading prices of our securities may be more volatile. Further, Section 102 (b) (1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non- emerging growth companies but any such an election to opt out is irrevocable. We will not elect to opt out of the extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used. Additionally, we are a " smaller reporting company " as defined in Item 10 (f) (1) of Regulation S- K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of any fiscal year for so long as either (i) the market value of our shares of Class A common stock held by non- affiliates did not equal or exceed $ 250 million as of the prior September 30, or (ii) our annual revenues did not equal or exceed $ 100 million during such completed fiscal year and the market value of our shares of Class A common stock held by non- affiliates did not equal or exceed $ 700 million as of the prior September 30. To the extent we take advantage of these reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible. Provisions in our amended and restated certificate of incorporation and Delaware law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our Class A common stock and could entrench management. Our amended and restated certificate of incorporation contains provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. These provisions include a staggered board of directors and the ability of the board of directors to designate the terms of and issue new series of preferred stock, and the fact that prior to the completion of our initial Business Combination only holders of our shares of Class B common stock, which is held by the Sponsor and BlackRock, voting together as a single class, are entitled to vote on the election of the directors, which may make the removal of management more difficult and may discourage transactions that~~

~~otherwise could involve payment of a premium over prevailing market prices for our securities. We are also subject to anti-takeover provisions under Delaware law, which could delay or prevent a change of control. Together these provisions may make 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. Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware as the sole and~~ exclusive forum ~~for certain types~~ **provision contained in our Certificate** of **Incorporation to** ~~actions and proceedings that may~~ be **inapplicable** ~~initiated by our~~ **or unenforceable** ~~stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with the Company or the Company's directors, officers, or other employees. Our amended and restated certificate of incorporation provides that, unless we consent~~ in ~~writing to the selection of~~ an ~~alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for any (i) derivative~~ action ~~or proceeding brought on behalf of the Company, (ii) action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee, or agent of the Company to the Company or our stockholders, or any claim for aiding and abetting any such alleged breach, (iii) action asserting a claim against the Company or any director, officer, or employee of the Company arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or our bylaws, or (iv) action asserting a claim against us or any director, officer, or employee of the Company governed by the internal affairs doctrine except for, as to each of (i) through (iv) above, any claim (a) as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), (b) which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or (c) arising under the Federal securities laws, including the Securities Act, as to which the Court of Chancery and the Federal district court for the District of Delaware shall concurrently be the sole and exclusive forums. Notwithstanding the foregoing, the provisions of this paragraph 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 shall be the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any shares of our capital stock shall be deemed to have consented to the forum provisions in our amended and restated certificate of incorporation. If any action the subject matter of which is within the scope the forum provisions is filed in a court other than a court located within the State of Delaware (a " foreign action ") in the name of any stockholder, such stockholder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of Delaware 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 stockholder in any such enforcement action by service upon such stockholder's counsel in the foreign action as agent for such stockholder. This choice- of- forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company or its directors, officers or other employees, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our amended and restated certificate of incorporation 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~~ **action** in other jurisdictions, which could **harm our business, prospects, financial condition and operating results. Because there are no current plans to pay cash dividends on the Common Stock for the foreseeable future, you may not receive any return on investment unless you sell the Common Stock at a price greater than what you paid for it. We may retain future earnings, if any, for future operations, expansion and debt repayment and there are no current plans to pay any cash dividends for the foreseeable future. Any decision to declare and pay dividends in the future will be made by the Board and will depend on, among other things, our results of operations, financial condition, cash requirements, contractual restrictions and other factors that the Board may deem relevant. In addition, our ability to pay dividends may be limited by covenants of any existing and future outstanding indebtedness Volato Group or our subsidiaries incur. As a result, you may not receive any return on an investment in Common Stock unless you sell your shares of Common Stock for a price greater than that which you paid for it. The market price of the Common Stock may be volatile, which could cause the value of your investment to decline. The market price of the Common Stock has been and may continue to be volatile and subject to wide fluctuations depending on a number of factors, including those described in this " Risk Factors " section, many of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose all or part of your investment in the Common Stock. Factors affecting the trading price of the Common Stock may include: • market conditions in our industry or the broader stock market; • actual or anticipated fluctuations in our financial and operating results; • actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally; • the financial projections we may provide to the public, any changes in those projections, or our failure to meet those projections; • changes in financial estimates prepared by and recommendations provided by securities analysts concerning us or the market in general; • the perceived success of the Business Combination; • the public' s reaction to our press releases, our other public announcements and our filings with the SEC; • announced or completed acquisitions of businesses, commercial relationships, products, services or technologies by us or our competitors; • changes in laws and regulations affecting our business; • changes in accounting standards, policies, guidelines, interpretations or principles; • commencement of, or involvement in, litigation involving us; • changes in our capital structure, such as future issuances of securities or the incurrence of additional debt; • sales, or anticipated sales, of large blocks of the Common Stock; • any major change in the composition of the Board or our management; • general economic and political conditions such as recessions, interest rates, fuel prices, trade wars, pandemics (such as COVID- 19), currency fluctuations and acts of war or terrorism; and • other risk factors listed under this " Risk Factors " section. Broad market and industry factors may** materially **harm the market price of the Common Stock, regardless of our actual operating performance. The stock markets have, from time to time, experienced significant price and volume**

fluctuations that have affected and continue to affect the market prices of equity securities of many companies. Stock prices of many companies have fluctuated in a manner often unrelated to the operating performance of those companies. Shareholder activism, which could take many forms or arise in a variety of situations, has been increasing recently. Volatility in the market price of the Common Stock or other reasons may in the future cause us to become the target of securities litigation or shareholder activism. Shareholder activism or securities litigation could give rise to perceived uncertainties regarding the future of our business and it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect **relationships with suppliers and other parties. The requirements of being a public company may strain our resources, divert our management' s attention, and affect our ability to attract and retain qualified board members. We are subject to the reporting requirements of the Exchange Act, the Sarbanes- Oxley Act, and any rules promulgated thereunder, as well as the rules of the NYSE American. The requirements of these rules and regulations increase our legal and financial compliance costs, make some activities more difficult, time- consuming,** ~~our~~ **or costly, and increase demand on our systems and resources. The Sarbanes- Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal controls for financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight are required and, as a result, our management' s attention may be diverted from other business concerns. These rules and regulations can also make it more difficult for us to attract and retain qualified independent members of our Board. Additionally, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance. We may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. The increased costs of compliance with public company reporting requirements and our potential failure to satisfy these requirements can have a material adverse effect on our operations,** business, financial condition, ~~and~~ **or** results of operations **. We may never realize the full value of our intangible assets or our long- lived assets, causing us to record impairments that may materially adversely affect our financial conditions and results of operations. In accordance with applicable accounting standards, we are required to test our indefinite- lived intangible assets for impairment on** ~~and~~ **an annual basis, or more frequently where there is an indication of impairment. In addition, we are required to test certain of our other assets for impairment where there is any indication that an asset may be impaired, such as our market capitalization being less than the book value of our equity. We may be required to recognize losses in the future due to, among other factors, extreme fuel price volatility, tight credit markets, government regulatory changes, decline in the fair values of certain tangible or intangible assets, unfavorable trends in historical or forecasted results of operations and cash flows, and an uncertain economic environment, as well as other uncertainties. We can provide no assurance that a material impairment loss of tangible or intangible assets will not occur in a future period. The value of our aircraft could also be impacted in future periods by changes in supply and demand for these aircraft. Such changes in supply and demand for certain aircraft types could** result ~~in~~ **from the grounding of aircraft. An impairment loss could have** a **material adverse effect on our financial condition and results of operations. We may be subject to securities litigation, which is expensive and could divert our management' s attention. The per share price of our common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities litigation, including class action litigation. Litigation of this type could result in substantial costs and** diversion of ~~the time~~ **our management' s attention** and resources **, which could have a material adverse effect on our business, financial condition, and results** of **operations. Any adverse determination in litigation could also subject us to significant liabilities. An active market for our securities may not develop, which would adversely affect the liquidity and price of our securities. The price of our securities may vary significantly due to factors specific to us as well as to general market** ~~our~~ **or** ~~management~~ **economic conditions. Furthermore,** ~~and~~ **an** ~~board of directors~~ **active trading market for our securities may never develop, or if developed, it may not be sustained** . ~~ITEM 1B~~ **We may be unable to sell our securities unless a market can be established and sustained** . ~~UNRESOLVED STAFF COMMENTS~~ **If securities or industry analysts do not publish research or reports about our business, if they change their recommendations regarding our Common Stock, or if our operating results do not meet their expectations, our Common Stock price and trading volume could decline** . **The trading market for our Common Stock will depend in part on the research and reports that securities or industry analysts publish about us and our businesses. If equity research analysts do not commence coverage of us, the trading price for our common stock could be negatively impacted. To the extent equity research analysts do provide research coverage of our Common Stock, we will not have any control over the content and opinions included in their reports. The trading price of our Common Stock could decline if one or more equity research analysts downgrade our securities or publish unfavorable research about our businesses, or if our operating results do not meet analyst expectations. If any equity research analysts cease coverage of us or fail to publish reports on us regularly, demand for our Common Stock could decrease, which could cause the price and trading volume of our Common Stock to decline. 37**