

Risk Factors Comparison 2023-04-13 to 2022-03-31 Form: 10-K

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

We An investment in our securities involves a high degree of risk. You should consider carefully all of the risks described below, together with the other information contained in this Annual Report on Form 10-K, the prospectus associated with our public offering and the Registration Statement, before making a decision to invest in our securities. If any of the following events occur, our business, financial condition and operating results may be materially adversely affected. **14 RISKS RELATING TO OUR SEARCH FOR, AND CONSUMMATION OF OR INABILITY TO CONSUMMATE, A BUSINESS COMBINATION** Our public shareholders may not be **able** afforded an opportunity to vote on our proposed **adequately address these additional risks. If we were unable to do so, we may be unable to complete such** initial business combination, and even **or**, if we hold a vote **complete such initial business combination**, holders of our operations might suffer founder shares will participate in such vote, **either of** which means we may complete **adversely impact our business, financial condition and results of operations. After** our initial business combination even though, **it is possible that** a majority of our public shareholders **do** **directors and officers will live outside the United States and all of our assets will be located outside the United States; therefore, investors may not be able** support such a combination. We may choose not to hold a shareholder vote to approve **enforce federal securities laws or their other legal rights. It is possible that after** our initial business combination, **a majority of** if the business combination would not require shareholder approval under applicable law or **our directors and officers** stock exchange listing requirement. Except for as required by applicable law or stock exchange requirement, the decision as to whether we will **reside outside** seek shareholder approval of a proposed business combination **the United States and all of or our assets** will allow shareholders to sell their shares to us in a tender offer will be **located outside** made by us, solely in our discretion, and will be based on a variety of factors, such as the **United States** timing of the transaction and whether the terms of the transaction would otherwise require us to seek shareholder approval. Even if we seek shareholder approval, the holders of our founder shares will participate in the vote on such approval. Accordingly, we may complete our initial business combination even if holders of a majority of our public shareholders do not approve of the business combination we complete. If we seek shareholder approval of our initial business combination, our initial shareholders and management team have agreed to vote in favor of such initial business combination, regardless of how our public shareholders vote. Our initial shareholders own 25% of our outstanding ordinary shares (not including the Class A ordinary shares underlying the private placement units). Our initial shareholders and management team also may from time to time purchase Class A ordinary shares prior to our initial business combination. Our amended and restated memorandum and articles of association provide that, if we seek shareholder approval of an initial business combination, such initial business combination will be approved if we receive the affirmative vote of a majority of the shares voted at such meeting, including the founder shares. As a result, **it** in addition to our initial shareholders' founder shares and private placement shares, we would need 9,695,500, or 32.32% of the 30,000,000 public shares sold in our initial public offering to be voted in favor of an initial business combination in order to have our initial business combination approved. Accordingly, if we seek shareholder approval of our initial business combination, the agreement by our initial shareholders and management team to vote in favor of our initial business combination will increase the likelihood that we will receive the requisite shareholder approval for such initial business combination. Your only opportunity to affect the investment decision regarding a potential business combination may be **difficult, or in some cases not possible**, limited to the exercise of your right to redeem your shares from us for **investors** cash. At the time of your investment in **the United States** us, you will not be provided with an opportunity to evaluate **enforce the their** specific merits **legal rights, to effect service of process upon all of our directors or officers** risks of our initial business combination. Since our board of directors may complete a business combination without seeking shareholder approval, public shareholders may not have the right or opportunity to vote on the business combination, unless we seek such shareholder vote. Accordingly, your only opportunity to affect the investment decision regarding our initial business combination may be limited to exercising your redemption rights within the period of time (which will be at least 20 business days) set forth in our tender offer documents mailed to our public shareholders in which we describe our initial business combination. **15** The ability of our public shareholders to redeem their shares for cash may make our financial condition unattractive to potential business combination targets, which may make it difficult for us to enter into a business combination with a target. We may seek to enter into a business combination transaction agreement with minimum cash requirement for (i) cash consideration to be paid to the target or its owners, (ii) cash for working capital or other general corporate purposes or (iii) the retention of cash to satisfy other conditions. If too **to enforce judgments of United States courts predicated upon civil liabilities** many public shareholders exercise their redemption rights, we would not be able to meet such closing condition and, as a result, would not be able to proceed with the business combination. Furthermore, in no event will we redeem our public shares in an **and criminal penalties** amount that would cause our net tangible assets to be less than \$ 5,000,001. Consequently, if accepting all properly submitted redemption requests would cause our net tangible assets to be less than \$ 5,000,001 or make us unable to satisfy a minimum cash condition as described above, we would not proceed with such redemption and the related business combination and may instead search for an alternate business combination. Prospective targets will be aware of these risks and, thus, may be reluctant to enter into a business combination transaction with us. The ability of our public shareholders 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 shareholders may exercise their redemption rights, and therefore will need to structure the transaction based on our **directors**

and officers under United States laws expectations as to the number of shares that will be submitted for redemption. If our management following initial business combination agreement requires us to use a portion of the cash in the trust account to pay the purchase price, or requires us to have a minimum amount of cash at closing, we will need to reserve a portion of the cash in the trust account to meet such requirements, or arrange for third party financing. In addition, if a larger number of shares is submitted for redemption than we initially expected, we may need to restructure the transaction to reserve a greater portion of the cash in the trust account or arrange for third party financing. Raising additional third party financing may involve dilutive equity issuances or the incurrence of indebtedness at higher than desirable levels. Furthermore, this dilution would increase to the extent that the anti-dilution provision of the Class B ordinary shares results in the issues of Class A ordinary shares on a greater than one-to-one basis upon conversion of the Class B ordinary shares at the time of our initial business combination. In addition, the amount of the deferred underwriting commissions payable to the underwriters will not be adjusted for any shares that are redeemed in connection with an initial business combination. The per share amount we will distribute to shareholders who properly exercise their redemption rights will not be reduced by the deferred underwriting commission and after such redemptions, the amount held in trust will continue to reflect our obligation to pay the entire deferred underwriting commissions. The above considerations may limit our ability to complete the most desirable business combination available to us or optimize our capital structure. The ability of our public shareholders to exercise redemption rights with respect to a large number of our shares could increase the probability that our initial business combination would be unsuccessful and that you would have to wait for liquidation in order to redeem your shares. If our initial business combination agreement requires us to use a portion of the cash in the trust account to pay the purchase price, or requires us to have a minimum amount of cash at closing, the probability that our initial business combination would be unsuccessful is increased. If our initial business combination is unsuccessful unfamiliar with United States securities laws, you would not receive your pro rata portion of the trust account until we liquidate the trust account. If you are in need of immediate liquidity, you which could attempt lead to various regulatory issues sell your shares in the open market; however, at such time our shares may trade at a discount to the pro rata amount per share in the trust account. Following In either situation, you may suffer a material loss on your investment or lose the benefit of funds expected in connection with your exercise of redemption rights until we liquidate or you are able to sell your shares in the open market. Because our trust account contains \$ 10.15 per Class A ordinary share, public shareholders may be more incentivized to redeem their public shares at the time of our initial business combination, any or all of our management may resign from their positions as officers or directors of the Company and the management of the target business at the time of the business combination will remain in place. Our trust account contains \$ 10.15 per Class A ordinary share. Management of the target business may not be familiar with United States securities laws, they may have to expend time and resources becoming familiar with such laws. This is different than some other similarly structured blank check companies for which the trust account will only contain \$ 10.00 per share. As a result of the additional funds that could be available expensive and time-consuming and could lead to various regulatory issues which may adversely affect public shareholders upon redemption of public shares, our operations. After public shareholders may be more incentivized to redeem their public shares and not to hold those ordinary shares through our initial business combination, substantially all of our assets may be located in a foreign country and substantially all of our revenue will be derived from our operations in such country. Accordingly, our results of operations and prospects will be subject, to a significant extent, to the economic, political and legal policies, developments and conditions in the country in which we operate. The economic, political and social conditions, as well as government policies, of the country in which our operations are located could affect our business. Economic growth could be uneven, both geographically and among various sectors of the economy and such growth may not be sustained in the future. If in the future such country's economy experiences a downturn or grows at a slower rate than expected, there may be less demand for spending in certain industries. A higher percentage of redemptions by decrease in demand for spending in certain industries could materially and adversely affect our ability public shareholders could make it more difficult for us to complete find an attractive target business with which to consummate our initial business combination and if 16 The requirement that we complete effect our initial business combination, within 12 months after the closing ability of that target business to become profitable. Exchange rate fluctuations and currency policies may cause a target business' s ability to succeed in the international markets to be diminished. In the event we acquire a non- U. S. target, all revenues and income would likely be received in a foreign currency, and the dollar equivalent of our initial public offering net assets and distributions, if any, could be adversely affected by reductions in the value of the local currency. The value of the currencies in our target regions fluctuate and are affected by, among other things, changes in political and economic conditions. Any change in the relative value of such currency against our reporting currency may give potential affect the attractiveness of any target businesses leverage over us in negotiating a business combination and may limit the time we have in which to conduct due diligence on potential business combination targets, in particular as we approach our or dissolution deadline, following consummation of which could undermine our ability to complete our initial business combination on terms that would produce, our financial condition and results of operations. Additionally, if a currency appreciates in value against the dollar prior to the consummation of for our shareholders. Any potential target business with which we enter into negotiations concerning a business combination will be aware that we must complete our initial business combination within 12 months from the closing of our initial public offering. Consequently, such target business may obtain leverage over us in negotiating a business combination, knowing that if we do not complete our initial business combination with that particular target business, we may be unable to complete our initial business combination with any target business. This risk will increase as we get closer to the timeframe described above. In addition, we may have limited time to conduct due diligence and may enter into our initial business combination on terms that we would have rejected upon a more comprehensive investigation. 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 (COVID-19) outbreak and other -- **the cost** events and the status of debt and equity markets. Since it was first reported to have emerged in December 2019, a novel strain of coronavirus, which causes COVID-19, has spread across the world, including the United States. On January 30, 2020, the World Health Organization declared the outbreak of the coronavirus disease (COVID-19) a “Public Health Emergency of International Concern.” On January 31, 2020, 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.” The COVID-19 outbreak has adversely affected, and other events (such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases) could adversely affect, the economies and financial markets worldwide, potentially including the business of any potential target business with which we intend to consummate a business combination. Furthermore, we may be unable to complete a business combination at all if concerns relating to COVID-19 continue to restrict travel, limit the ability to have meetings with potential investors or make it impossible or impractical to negotiate and consummate a transaction with the target company’s personnel, vendors and services providers in a timely manner, if at all. 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 and the actions to contain COVID-19 or treat its impact, among others. If the disruptions posed by COVID-19 or other events (such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases) continue for an extensive period of time, our ability to consummate a business combination, or the operations of a target business **as measured in dollars will increase** 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 (**make it less likely that we are able to consummate** such as terrorist attacks, natural disasters or a significant outbreak of other infectious diseases), including as a result of increased market volatility, decreased market liquidity in third-party financing being unavailable on terms acceptable to us or at all. Finally, 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 and cross-border transactions- **transaction**. 17 We may not be able to complete our initial business combination within 12 months after the closing of our initial public offering, in which case we would cease all operations except for the purpose of winding up and we would redeem our public shares and liquidate. We may **reincorporate** not be able to find a suitable target business and complete our initial business combination within 12 months after the closing of our initial public offering. 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 **another jurisdiction** risks described herein. **If we have..... combination and we do not conduct redemptions** in connection with our initial business combination pursuant to the tender offer rules, **and the laws of such jurisdiction may govern some or all of** our **future material agreements and we** Sponsor, initial shareholders, directors, executive officers, advisors or their affiliates may purchase shares or public warrants in privately negotiated transactions or in the open market either prior to or following the completion of our initial business combination, although they are under no obligation to do so. There is no limit on the number of shares our initial shareholders, directors, officers, advisors or their affiliates may purchase in such transactions, subject to compliance with applicable law and the NYSE rules. However, other than as expressly stated in our Registration Statement, they have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the trust account will be used to purchase shares or public warrants in such transactions. Such purchases may include a contractual acknowledgment that such shareholder, although still the record holder of our shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that our Sponsor, initial shareholders, directors, executive officers, advisors or their affiliates purchase shares in privately negotiated transactions from public shareholders who have already elected to exercise their redemption rights, such selling shareholders would be required to revoke their prior elections to redeem their shares. The purpose of any such purchases of shares could be to vote such shares in favor of the business combination and thereby increase the likelihood of obtaining shareholder approval of the business combination or to satisfy a closing condition in an agreement with a target that requires us to have a minimum net worth or a certain amount of cash at the closing of our initial business combination, where it appears that such requirement would otherwise not be **able** met. The purpose of any such purchases of public warrants could be to **enforce** reduce the number of public warrants outstanding or **our legal rights. In** to vote such warrants on any matters submitted to the warrant holders for approval in connection with our initial business combination, **we may relocate the home jurisdiction of our business from the Cayman Islands to another jurisdiction**. Any **If we determine to do this, the laws of such purchases jurisdiction may govern some or all of** our securities may result **future material agreements. The system of laws and the enforcement of existing laws** in the completion of our initial business combination that may not otherwise have been possible. We expect any such **jurisdiction** purchases will be reported pursuant to Section 13 and Section 16 of the Exchange Act to the extent such purchasers are subject to such reporting requirements. In addition, if such purchases are made, the public “float” of our Class A ordinary shares or public warrants and the number of beneficial holders of our securities may be reduced, possibly making it difficult to obtain or maintain the quotation, listing or trading of our securities on a national securities exchange. 18 If a shareholder fails to receive notice of our offer to redeem our public shares in connection with our initial business combination, or fails to comply with the procedures for tendering its shares, such shares may not be redeemed **as certain in implementation and interpretation as in the United States**. **The inability to enforce or obtain a remedy under any of our future agreements could result in a significant loss of business, business opportunities or capital. Risks Relating to Our Management Team** We will comply with the proxy rules or tender offer rules, as applicable, when conducting redemptions in connection with our initial business combination. Despite our compliance with these rules, if a shareholder fails to receive our proxy materials or tender offer

documents, as applicable, such shareholder may not have sufficient funds become aware of the opportunity to redeem its shares satisfy indemnification claims of our directors and executive officers. In addition, We have agreed to indemnify our officers and directors to the fullest extent permitted by law. However, proxy materials our officers and directors have agreed to waive any right, title, interest or tender offer documents claim of any kind in or to any monies in the Trust Account and to not seek recourse against the Trust Account for any reason whatsoever. Accordingly, as applicable, that any indemnification provided will be able to be satisfied by us only if (i) we will furnish to holders have sufficient funds outside of our public shares in connection with our initial business combination will describe the Trust Account various procedures that must be complied with in order to validly tender or (ii) submit public shares for redemption. For example, we consummate intend to require our public shareholders seeking to exercise their redemption rights, whether they are record holders or hold their shares in "street name," to, at the holder's option, either deliver their share certificates to our transfer agent, or to deliver their shares to our transfer agent electronically prior to the date set forth in the proxy materials or tender offer documents, as applicable. In the case of proxy materials, this date may be up to two business days prior to the scheduled vote on the proposal to approve the initial business combination. In addition, if we conduct redemptions in connection with a shareholder vote, we intend to require a public shareholder seeking redemption of its public shares to also submit a written request for redemption to our transfer agent two business days prior to the scheduled vote in which the name of the beneficial owner of such shares is included. In the event that a shareholder fails to comply with these or any other procedures disclosed in the proxy or tender offer materials, as applicable, its shares may not be redeemed. You will not be entitled to protections normally afforded to investors of many other blank check companies. Since the net proceeds of our initial public offering and the sale of the private placement units are intended to be used to complete an initial business combination with, Our obligation to indemnify our officers and directors may discourage shareholders from bringing a target business that has not 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, been even selected though such an action, we if successful, might otherwise benefit us and our shareholders. Furthermore, a shareholder's investment may be deemed adversely affected to be a "blank check" company under the extent United States securities laws. However, because we pay have net tangible assets in excess of \$ 5,000,000 upon the completion costs of settlement and damage awards against our officers initial public offering and the sale of the private placement units and filed a Current Report on Form 8-K, including an and directors pursuant to these indemnification provisions. Past performance audited balance sheet demonstrating this fact, we are exempt from rules promulgated by our management team and the their affiliates may SEC to protect investors in blank check companies, such as Rule 419. Accordingly, investors will not be indicative afforded the benefits or protections of future performance those rules. Among other things, this means our units will be immediately tradable and we will have a longer period of time to complete our initial business combination than do companies subject to Rule 419. Moreover, if our initial public offering were subject to Rule 419, that rule would prohibit the release of any interest earned on funds held in the trust account to us unless and until the funds in the trust account were released to us in connection with our completion of an initial business combination. If we seek shareholder approval of our initial business combination and we do not conduct redemptions pursuant to the tender offer rules, and if you or a "group" of shareholders are deemed to hold in excess of 15% of our Class A ordinary shares, you will lose the ability to redeem all such shares in excess of 15% of our Class A ordinary shares. If we seek shareholder approval of our initial business combination and we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, our amended and restated memorandum and articles of association provide that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from seeking redemption rights with respect to more than an aggregate of 15% of the shares sold in our initial public offering without our prior consent, which we refer to as the "Excess Shares." However, we would not be restricting our shareholders' ability to vote all of their shares (including Excess Shares) for or against our initial business combination. Your inability to redeem the Excess Shares will reduce your influence over our ability to complete our initial business combination and you could suffer a material loss on your investment in us if you sell Excess Shares in open market transactions. Additionally, Information regarding performance by, you will not receive redemption distributions or businesses associated with, our management team or businesses associated with them is presented for informational purposes only. Past performance by our management team, including with respect to the Excess Shares if we complete our initial 10X Capital Venture Acquisition Corp. ("10X I") and 10X II, is not a guarantee either (i) of success with respect to any business combination we may consummate or (ii). And as a result, you will continue to hold that number of shares exceeding 15% and, in order to dispose of such shares, would be required to sell your shares in open market transactions, potentially at a loss. 19 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 are unable to complete our initial business combination, our public shareholders may receive only their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. We expect to encounter competition from other entities having a business objective similar to ours, including private investors (which may be individuals or investment partnerships), other blank check companies and other entities, domestic and international, competing for the types of businesses we intend to acquire. Many of these individuals and entities are well-established and have extensive experience in identifying and effecting, directly or indirectly, acquisitions of companies operating in or providing services to various industries. Many of these competitors possess similar or greater technical, human and other resources to ours or more local industry knowledge than we do and our financial resources will be relatively limited when contrasted with those of many of these competitors. While we believe there are numerous target businesses we could potentially acquire with the net proceeds of our initial public offering and the sale able of the private placement units, our ability to locate compete with respect to the acquisition of certain target businesses that are sizable will be

limited by our available financial resources. This inherent competitive limitation gives others an advantage in pursuing the acquisition of certain target businesses. Furthermore, we are obligated to offer holders of our public shares the right to redeem their shares for cash at the time of our initial business combination in conjunction with a **suitable candidate** shareholder vote or via a tender offer. Target companies will be aware that this may reduce the resources available to us for our initial business combination. Any of **You should not rely on these -- the obligations, historical record of the performance of our management team's or businesses associated with them as indicative of our future performance of an investment in us or the returns we will, or is likely to, generate going forward. We may seek business combination opportunities** place us at a competitive disadvantage in successfully negotiating **industries or sectors that may be outside of our management's areas of expertise. We will consider** a business combination **outside of** . If we are unable to complete our initial **management's areas of expertise if a** business combination **candidate is presented to us and we determine** , our public shareholders may receive only their pro rata portion of the funds in the trust account that **such candidate offers** are available for distribution to public shareholders, and **an** our warrants will expire worthless. 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 **opportunity** 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 well as many such companies currently in registration. 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 may increase, 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 investors altogether. If the net proceeds of our initial public offering and the sale of the private placement units not being held in the trust account are insufficient to allow us to operate for at least the 12 months following the closing of the initial public offering, it could limit the amount available to fund our search for a target business or businesses and complete our initial business combination, and we will depend on loans from our Sponsor or management team to fund our search and to complete our initial business combination. Of the net proceeds of our initial public offering and the sale of the private placement units, only \$ 1, 110, 000 were available to us initially outside the trust account to fund our working capital requirements. We believe that the funds available to us outside of the trust account are sufficient to allow us to operate until January 14, 2023; however, we cannot assure you that our estimate is accurate, and our sponsor, its affiliates and our management team are under no obligation to advance funds to us in such circumstances. Of the funds available to us, we could use a portion of the funds available to us to pay fees to consultants to assist us with our search for a target business. We could also use a portion of the funds as a down payment or to fund a "no-shop" provision (a provision in letters of intent or merger agreements designed to keep target businesses from "shopping" around for transactions with other companies or investors on terms more favorable to such target businesses) with respect to a particular proposed business combination, although we do not have any current intention to do so. If we entered into a letter of intent or merger agreement where we paid for the right to receive exclusivity from a target business and were subsequently required to forfeit such funds (whether as a result of our breach or otherwise), we might not have sufficient funds to continue searching for, or conduct due diligence with respect to, a target business. If we are required to seek additional capital, we would need to borrow funds from our Sponsor, management team or other third parties to operate or may be forced to liquidate. Neither our Sponsor, members of our management team nor any of their affiliates is under any obligation to advance funds to us in such circumstances. Any such advances would be repaid only from funds held outside the trust account or from funds released to us upon completion of our initial business combination. Up to \$ 1, 500, 000 of such loans may be convertible into units of the post-business combination entity at a price of \$ 10. 00 per unit at the option of the lender. The units would be identical to the private placement units. Prior to the completion of our initial business combination, we do not expect to seek loans from parties other than our Sponsor or an affiliate of our Sponsor as we do not believe third parties will be willing to loan such funds and provide a waiver against any and all rights to seek access to funds in our trust account. If we are unable to complete our initial business combination because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the trust account. Consequently, our public shareholders may only receive an estimated \$ 10. 00 per share, or possibly less, 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 shareholders may be less than \$ 10. 15 per share. Our placing of funds in the trust account may not protect those funds from third party claims against us. Although we will seek to have all vendors, service providers (except for our **Company** independent registered public accounting firm), prospective target businesses and other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the trust account for the benefit of our public shareholders, such parties may not execute such agreements, or even if they execute such agreements they may not be prevented from bringing claims against the trust account, including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against our assets, including the funds held in the trust account. **Although** If any third party refuses to execute an agreement waiving such claims to the monies held in the trust account, our management will **endeavor** consider whether competitive alternatives are reasonably available to **evaluate** us and

will only enter into an agreement with such third party if management believes that such third party's engagement would be in the best interests of the company under the circumstances. The underwriters of our initial public offering as well as our registered independent public accounting firm will not execute agreements with us waiving such claims to the monies held in the trust account. Examples of possible instances where we may engage a third party that refuses to execute a waiver include the engagement of a third party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they **the risks inherent** may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the trust account for any reason. Upon redemption of our public shares, if we are unable to complete our initial business combination within the prescribed timeframe, or upon the exercise of a redemption right in connection with our initial business combination, we will be required to provide for payment of claims of creditors that were not waived that may be brought against us within the 10 years following 21 redemption. Accordingly, the per share redemption amount received by public shareholders could be less than the \$ 10.15 per public share initially held in the trust account, due to claims of such creditors. Pursuant to the letter agreement the form of which is filed as an exhibit to the our Registration Statement on Form S-1, our Sponsor has agreed that it will be liable to us if and to the extent any claims by a third party for services rendered or products sold to us, or a prospective target business with which we have entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the trust account to below the lesser of (i) \$ 10.15 per public share and (ii) the actual amount per public share held in the trust account as of the date of the liquidation of the trust account, if less than \$ 10.15 per public share due to reductions in the value of the trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the trust account (whether or not such waiver is enforceable) nor will it apply to any claims under our indemnity of the underwriters of our initial public offering against certain liabilities, including liabilities under the Securities Act. However, we have not asked our Sponsor to reserve for such indemnification obligations, nor have we independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and we believe that our Sponsor's only assets are securities of our company. Therefore, we cannot assure you that our Sponsor would be able to satisfy those obligations. As a result, if any such claims were successfully made against the trust account, the funds available for our initial business combination and redemptions could be reduced to less than \$ 10.15 per public share. In such event, we may not be able to complete our initial business combination, and you would receive such lesser amount per share in connection with any redemption of your public shares. None of our officers or directors will indemnify us for claims by third parties including, without limitation, claims by vendors and prospective target businesses. Our directors may decide not to enforce the indemnification obligations of our Sponsor, resulting in a reduction in the amount of funds in the trust account available for distribution to our public shareholders. In the event that the proceeds in the trust account are reduced below the lesser of (i) \$ 10.15 per share and (ii) the actual amount per public share held in the trust account as of the date of the liquidation of the trust account if less than \$ 10.15 per public share due to reductions in the value of the trust assets, in each case less taxes payable, and our Sponsor asserts that it is unable to satisfy its obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against our Sponsor to enforce its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors in exercising their business judgment and subject to their fiduciary duties may choose not to do so in any particular instance. If our independent directors choose not to enforce these indemnification obligations, the amount of funds in the trust account available for distribution to our public shareholders may be reduced below \$ 10.15 per share. If, after we distribute the proceeds in the trust account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, a bankruptcy court may seek to recover such proceeds, and the members of our board of directors may be viewed as having breached their fiduciary duties to our creditors, thereby exposing the members of our board of directors and us to claims of punitive damages. If, after we distribute the proceeds in the trust account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, any distributions received by shareholders could be viewed under applicable debtor / creditor and / or bankruptcy laws as either a " preferential transfer " or a " fraudulent conveyance. " As a result, a bankruptcy court could seek to recover some or all amounts received by our shareholders. In addition, our board of directors may be viewed as having breached its fiduciary duty to our creditors and / or having acted in bad faith, by paying public shareholders from the trust account prior to addressing the claims of creditors, thereby exposing itself and us to claims of punitive damages. If, before distributing the proceeds in the trust account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of our shareholders and the per share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. 22 If, before distributing the proceeds in the trust account to our public shareholders, we file a bankruptcy petition or an involuntary bankruptcy petition is filed against us that is not dismissed, the proceeds held in the trust account could be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to the claims of third parties with priority over the claims of our shareholders. To the extent any bankruptcy claims deplete the trust account, the per share amount that would otherwise be received by our shareholders in connection with our liquidation may be reduced. If we are deemed to be an investment company under the Investment Company Act, we may be required to institute burdensome compliance requirements and our activities may be restricted, which may make it difficult for us to complete our initial business combination **candidate**. If we are deemed to be an investment company under the Investment Company Act, our activities may be restricted, including: • restrictions on the nature of our investments; and • restrictions on the issuance of securities, each of which may make it difficult for us to

complete our initial business combination. In addition, we may have imposed upon us burdensome requirements, including: • registration as an investment company with the SEC; • adoption of a specific form of corporate structure; and • reporting, record keeping, voting, proxy and disclosure requirements and other rules and regulations that we are not subject to. 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 do not believe that our anticipated principal activities will subject us to the Investment Company Act. To this end, the proceeds held in the trust account may only be invested in United States “government securities” within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which invest only in direct U. S. government treasury obligations. Pursuant to the trust agreement, the trustee is not permitted to invest in other securities or assets. By restricting the investment of the proceeds to these instruments, and by having a business plan targeted at acquiring and growing businesses for the long term (rather than on buying and selling businesses in the manner of a merchant bank or private equity fund), we intend to avoid being deemed an “investment company” within the meaning of the Investment Company Act. Our initial public offering is not intended for persons who are seeking a return on investments in government securities or investment securities. The trust account is intended as a holding place for funds pending the earliest to occur of either: (i) the completion of our initial business combination; (ii) the redemption of any public shares properly tendered in connection with a shareholder vote to amend our amended and restated memorandum and articles of association to modify the substance or timing of our obligation to redeem 23100% of our public shares if we do not complete our initial business combination within 12 months from the closing of our initial public offering; and (iii) absent an initial business combination within 12 months from the closing of our initial public offering or with respect to any other material provisions relating to shareholders’ rights or pre- initial business combination activity, our return of the funds held in the trust account to our public shareholders as part of our redemption of the public shares. If we do not invest the proceeds as discussed above, we may be deemed to be subject to the Investment Company Act. If we were deemed to be subject to the Investment Company Act, compliance with these additional regulatory burdens would require additional expenses for which we have not allotted funds and may hinder our ability to complete a business combination. If we are unable to complete our initial business combination, our public shareholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, including our ability to negotiate and complete our initial business combination, and results of operations. We are subject to laws and regulations enacted by national, regional and local governments. In particular, we are required to comply with certain SEC and other legal requirements. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time-consuming and costly. Those laws and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on our business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on our business, including our ability to negotiate and complete our initial business combination, and results of operations. Our shareholders may be held liable for claims by third parties against us to the extent of distributions received by them upon redemption of their shares. If we are forced to enter into an insolvent liquidation, any distributions received by shareholders could be viewed as an unlawful payment if it was proved that immediately following the date on which the distribution was made, we were unable to pay our debts as they fall due in the ordinary course of business. As a result, a liquidator could seek to recover some or all amounts received by our shareholders. Furthermore, our directors may be viewed as having breached their fiduciary duties to us or our creditors and / or may have acted in bad faith, thereby exposing themselves and our company to claims, by paying public shareholders from the trust account prior to addressing the claims of creditors. We cannot assure you that claims will not be brought against us for these reasons. We and our directors and officers who knowingly and willfully authorized or permitted any distribution to be paid out of our share premium account while we were unable to pay our debts as they fall due in the ordinary course of business would be guilty of an offence and may be liable to a fine of \$ 18, 292. 68 and to imprisonment for five years in the Cayman Islands. We may not hold an annual general meeting until after the consummation of our initial business combination, which could delay the opportunity for our shareholders to elect directors. In accordance with NYSE corporate governance requirements, we are not required to hold an annual general meeting until no later than one year after our first fiscal year end following our listing on NYSE. There is no requirement under the Companies Act for us to hold annual or extraordinary general meetings to elect directors. Until we hold an annual general meeting, public shareholders may not be afforded the opportunity to elect directors and to discuss company affairs with management. Our board of directors is divided into three classes with only one class of directors being elected in each year and each class (except for those directors elected prior to our first annual general meeting) serving a three- year term. In addition, as holders of our Class A ordinary shares, our public shareholders will not have the right to vote on the election of directors until after the consummation of our initial business combination. 24 Because we are neither limited to evaluating a target business in a particular industry sector nor have we selected any specific target businesses with which to pursue our initial business combination, you will be unable to ascertain the merits or risks of any particular target business’ s operations. Our efforts to identify a prospective initial business combination target will not be limited to a particular industry, sector or geographic region. Our amended and restated memorandum and articles of association prohibit us from effectuating a 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's operations, results of operations, cash flows, liquidity, financial condition or prospects. To the extent we complete our initial business combination, we may be affected by numerous risks inherent in the business operations with which we combine. For example, if we combine with a financially unstable business or an entity lacking an established record of sales or earnings, we may be affected by the risks inherent in the business and operations of a financially unstable or a development stage entity. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we cannot assure you that we will properly **adequately** 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~~ **Units** will **not** ultimately prove to be **more less** favorable to investors **in our Public Offering** than a direct investment, if ~~such an~~ opportunity were available, in a business combination **target candidate**. **In the event we elect to pursue a business combination outside of the areas of our management's expertise, our management's expertise may not be directly applicable to its evaluation or operation, and the information contained herein regarding the areas of our management's expertise would not be relevant to an understanding of the business that we elect to acquire. As a result, our management may not be able to ascertain or assess adequately all of the relevant risk factors**. Accordingly, any shareholders ~~or warrant holders~~ who choose to remain shareholders ~~or warrant holders~~ following the ~~our initial~~ business combination could suffer a reduction in the value of their securities ~~shares~~. Such shareholders ~~or warrant holders~~ are unlikely to have a remedy for such reduction in value ~~unless they~~. **We are able dependent upon our executive officers and directors and their loss could adversely affect our ability** to successfully ~~claim operate~~. **Our operations are dependent upon a relatively small group of individuals and, in particular, our executive officers and directors and the members of our advisory board. We believe that our success depends on the continued service of** reduction was due to the breach by our officers ~~or~~, directors of a duty of care or other fiduciary duty owed to them, or if they are able to successfully bring a private claim under securities laws that the proxy materials or tender offer documents, as applicable, relating to the business combination contained an ~~and members of~~ actionable material misstatement or ~~our~~ material omission. Although **advisory board, at least until** we have **completed** identified general criteria and guidelines that we believe are important in evaluating prospective target businesses, we may enter into our initial business combination with a target that does not meet such criteria and guidelines, and as a result, the target business with which we enter into our initial business combination may not have attributes entirely consistent with our general criteria and guidelines. Although we have identified general criteria and guidelines for evaluating prospective target businesses, it is possible that a target business with which we enter into our initial business combination will not have all of these positive attributes. If we complete our initial business combination with a target that does not meet some or all of these guidelines, such combination may not be as successful as a combination with a business that does meet all of our general criteria and guidelines. In addition, if we announce a prospective business combination with a target that does not meet our general criteria ~~and~~ **executive officers** and **directors** guidelines, a greater number of shareholders may exercise their redemption rights, which may make it difficult for us to meet any closing condition with a target business that requires us to have a minimum net worth or a certain amount of cash. In addition, if shareholder approval of the transaction is required by law, or we decide to obtain shareholder approval for business or other legal reasons, it may be more difficult for us to attain shareholder approval of our initial business combination if the target business does not meet our general criteria and guidelines. If we are unable to complete our initial business combination, our public shareholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. We are not required to obtain **commit an any specified amount of time to** opinion from an independent investment banking firm ~~or~~ **our affairs** from a valuation or appraisal firm, and consequently, you may **accordingly, will** have **conflicts of interest in allocating** no assurance from an independent source that the **their time among various** price we are paying for the business **activities**, is fair to our shareholders from a financial point of view. Unless we complete our initial business combination with an affiliated entity or our board of directors cannot independently determine the fair market value of the target business or businesses (including **identifying potential** with the assistance of financial advisors), we are not required to obtain an opinion from an independent investment banking firm which is a member of FINRA or from a valuation or appraisal firm that the price we are paying is fair to our shareholders from a financial point of view. If no opinion is obtained, our shareholders will be relying on the judgment of our board of directors, who will determine fair market value based on standards generally accepted by the financial community. Such standards used will be disclosed in our proxy materials or tender offer documents, as applicable, related to our initial business combination.

25 We may issue notes or other debt securities, or otherwise incur substantial debt, to complete a business combination, which may adversely affect our leverage and financial condition and thus negatively impact the value of our shareholders' investment in us. Although we have no commitments as of the date of this Annual Report on Form 10-K to issue any notes or other debt securities, or to otherwise incur outstanding debt following our initial public offering, we may choose to incur substantial debt to complete our initial business combination. We and our officers have agreed that we will not incur any indebtedness unless we have obtained from the lender a waiver of any right, title, interest or claim of any kind in or to the monies held in the trust account. As such, no issuance of debt will affect the per share amount available for redemption from the trust account. Nevertheless, the incurrence of debt could have a variety of negative effects, including: • default and foreclosure on our assets if our operating revenues after an initial business combination are insufficient to repay our debt obligations; • acceleration of our obligations to repay the indebtedness even if we make all principal and interest payments when due if we breach certain covenants that require the maintenance of certain financial ratios or reserves without a waiver or renegotiation of that covenant; • our immediate payment of all principal and accrued interest, if any, if the debt is payable on demand; • our inability to obtain necessary additional financing if the debt contains covenants restricting our ability to obtain such financing while the debt is

outstanding; • our inability to pay dividends on our Class A ordinary shares; • using a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for dividends on our Class A ordinary shares if declared, expenses, capital expenditures, acquisitions and other general corporate purposes; • limitations on our flexibility in planning for and reacting to changes in our business and in the industry in which we operate; • increased vulnerability to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; and • limitations on our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, execution of our strategy and other purposes and other disadvantages compared to our competitors who have less debt. 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 units, 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 private placement of units will provide us with \$ 290, 220, 000 that we may use to complete our initial business combination (after taking into account the \$ 14, 280, 000 of deferred underwriting commissions being held in the trust account). 26 We may effectuate our initial business combination with a single target business or multiple target businesses simultaneously or within a short period of time. However, we may not be able to effectuate our initial business combination with more than one target business because of various factors, including the existence of complex accounting issues and the requirement that we prepare and file pro forma financial statements with the SEC that present operating results and the financial condition of several target businesses as if they had been operated on a combined basis. By completing our initial business combination with only a single entity, our lack of diversification may subject us to numerous economic, competitive and regulatory developments. Further, we would not be able to diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have the resources to complete several business combinations in different industries or different areas of a single industry. Accordingly, the prospects for our success may be: • solely dependent upon the performance of a single business, property or asset, or • dependent upon the development or market acceptance of a single or limited number of products, processes or services. This lack of diversification may subject us to numerous economic, competitive and **monitoring** regulatory risks, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to our initial business combination. We may attempt to simultaneously complete business combinations with multiple prospective targets, which may hinder our ability to complete our initial business combination and give rise to increased costs and risks that could negatively impact our operations and profitability. If we determine to simultaneously acquire several businesses that are owned by different sellers, we will need for each of such sellers to agree that our purchase of its business is contingent on the simultaneous closings of the other -- **the related** business combinations, which may make it more difficult for us, and delay our ability, to complete our initial business combination. With multiple business combinations, we could also face additional risks, including additional burdens and costs with respect to possible multiple negotiations and due diligence investigations (if there are multiple sellers) and the additional risks associated with the subsequent assimilation of the operations and services or products of the acquired companies in a single operating business. If we are unable to adequately address these risks, it could negatively impact our profitability and results of operations. We may attempt to complete our initial business combination with a private company about which little information is available, which may result in a business combination with a company that is not as profitable as we suspected, if at all. In pursuing our business combination strategy, we may seek to effectuate our initial business combination with a privately held company. Very little public information generally exists about private companies, and we could be required to make our decision on whether to pursue a potential initial business combination on the basis of limited information, which may result in a business combination with a company that is not as profitable as we suspected, if at all. We do not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for us to complete our initial business combination with which a substantial majority of our shareholders or warrant holders do not agree. Our amended and restated memorandum and articles of association do not provide a specified maximum redemption threshold, except that in no event will we redeem our public shares in an **employment** amount that would cause our net tangible assets to be less than \$ 5, 000, 001. In addition, our proposed initial business combination may impose a minimum cash requirement for: (i) cash consideration to be paid to the target or its owners, (ii) cash for working capital or other general corporate purposes or (iii) the retention of cash to satisfy other conditions. As a result, we may be able to complete our initial business combination even though a substantial majority of our public shareholders do not agree with the transaction and have redeemed their shares or, if we seek shareholder approval of our initial business 27 combination and do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, have entered into privately negotiated agreements to sell their shares to our Sponsor, officers, directors, advisors or any of their affiliates. In the event the aggregate cash consideration we would be required to pay for all Class A ordinary shares that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed business combination exceed the aggregate amount of cash available to us, we will not complete the business combination or redeem any shares in connection with such initial business combination, all Class A ordinary shares submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate business combination. In order to effectuate an initial business combination, special purpose acquisition companies have, in the recent past, amended various provisions of their charters and other governing instruments, including their warrant agreements. We cannot assure you that we will not seek to amend our amended and restated memorandum and articles of association or governing instruments in a manner that will make it easier for us to complete our initial business combination that our shareholders may not support. In order to effectuate a business combination, special purpose acquisition companies have, in the recent past, amended various provisions of their charters and governing instruments, including their warrant agreements. For example, special purpose acquisition companies have amended the definition of business combination, increased redemption thresholds and extended the time to consummate an initial business combination and, with respect to their warrants, amended

their warrant agreements to require the warrants to be exchanged for cash and/or other securities. Amending our amended and restated memorandum and articles of association will require the approval of holders of 65% of our ordinary shares, and amending our warrant agreement will require a vote of holders of at least 50% of the public warrants and, solely with respect to any amendment to the terms of the private placement warrants or any provision of the warrant agreement with respect to the private placement warrants, **or key-man insurance on 50% of the number of the then-** **the life of** outstanding private placement warrants. In addition, **any of** our amended and restated memorandum and articles of association require us to provide our public shareholders with the opportunity to redeem their public shares for cash if we propose an amendment to our amended and restated memorandum and articles of association to modify the substance or timing of our obligation to redeem 100% of our public shares if we do not complete an initial business combination within 12 months of the closing of our initial public offering or with respect to any other material provisions relating to shareholders' rights or pre-initial business combination activity. To the extent any of such amendments would be deemed to fundamentally change the nature of the securities offered through this registration statement, we would register, or seek an exemption from registration for, the affected securities. We cannot assure you that we will not seek to amend our charter or governing instruments or extend the time to consummate an initial business combination in order to effectuate our initial business combination. The provisions of our amended and restated memorandum and articles of association 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 not less than two-thirds of our ordinary shares who attend and vote at a general meeting of the company (or 65% of our ordinary shares with respect to amendments to the trust agreement governing the release of funds from our trust account), which is a lower amendment threshold than that of some other special purpose acquisition companies. It may be easier for us, therefore, to amend our amended and restated memorandum and articles of association to facilitate the completion of an initial business combination that some of our shareholders may not support. Our amended and restated memorandum and articles of association provide that any of its provisions related to pre-business combination activity (including the requirement to deposit proceeds of our initial public offering and the private placement of warrants into the trust account and not release such amounts except in specified circumstances, and to provide redemption rights to public shareholders as described herein) may be amended if approved by special resolution, under Cayman Islands law which requires the affirmative vote of a majority of at least two-thirds of the shareholders who attend and vote at a general meeting of the company, and corresponding provisions of the trust agreement governing the release of funds from our trust account may be amended if approved by holders of 65% of our ordinary shares. Our initial shareholders, who will collectively beneficially own 25% of our ordinary shares upon the closing of our initial public offering (assuming they do not purchase any units in our initial public offering and not including the Class A ordinary shares underlying the private placement units), will participate in any vote to amend our amended and restated memorandum and articles of association and/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 memorandum and articles of association which govern our pre-business combination behavior more easily than some other special purpose acquisition companies, and this may increase our ability to complete a business combination with which you do not agree. Our shareholders may pursue remedies against us for any breach of our amended and restated memorandum and articles of association. Our Sponsor, officers, directors and director nominees have agreed, pursuant to a written agreement with us, that they will not propose any amendment to our amended and restated memorandum and articles of association (A) to modify the substance or timing of our obligation to allow redemption in connection with our initial business combination or to redeem 100% of our public shares if we do not complete our initial business combination within 12 months from the closing of our initial public offering or (B) with respect to any other provisions relating to shareholders' rights or pre-initial business combination activity, unless we provide our public shareholders with the opportunity to redeem their Class A ordinary shares upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest (which interest shall be net of taxes payable), divided by the number of then issued and outstanding public shares. Our shareholders are not parties to, or third-party beneficiaries of, these agreements and, as a result, will not have the ability to pursue remedies against our Sponsor, officers, directors or **executive** director nominees for any breach of these agreements. As a result, in the event of a breach, our shareholders would need to pursue a shareholder derivative action, subject to applicable law. Certain agreements related to our initial public offering may be amended without shareholder approval. Each of the agreements related to our initial public offering to which we are a party, other than the warrant agreement and the investment management trust agreement, may be amended without shareholder approval. Such agreements are: the underwriting agreement; the letter agreement among us and our initial shareholders, Sponsor, officers and directors; **The unexpected loss of** the registration rights agreement among us and our initial shareholders; the private placement units purchase agreement between us and our Sponsor; and the administrative services agreement among us, our Sponsor and an affiliate of our Sponsor. These agreements contain various provisions that our public shareholders might deem to be material. For example, our letter agreement and the underwriting agreement contain certain lock-up provisions with respect to the founder shares, private placement warrants and other securities held by our initial shareholders, Sponsor, officers and directors. Amendments to such agreements would require the consent of the applicable parties thereto and would need to be approved by our board of directors, which may do so for a variety of reasons, including to facilitate our initial business combination. While we do not expect our board of directors to approve any amendment to any of these agreements prior to our initial business combination, it may be possible that our board of directors, in exercising its business judgment and subject to its fiduciary duties, chooses to approve one or more amendments to any such agreement. Any amendment entered into in connection with the consummation of our **directors** initial business combination will be disclosed in our proxy materials or tender **executive** offer **officers** documents, as applicable, related to such initial business combination, and any other material amendment to any of our material agreements will be disclosed in a filing with the SEC. Any such amendments would not require approval from our shareholders, may result in the completion of our initial business

combination that may not otherwise have been possible, and may have an adverse effect on the value of an investment in our securities. For example, amendments to the lock-up provision discussed above may result in our initial shareholders selling their securities earlier than they would otherwise be permitted, which may have an adverse effect on the price of our securities.²⁹ We may be unable to obtain additional financing to complete our initial business combination or to fund the operations and growth of a target business, which could compel us to restructure or abandon a particular business combination. We have not selected any specific business combination target but intend to target businesses with enterprise values that are greater than we could acquire with the net proceeds of our initial public offering and the sale of the private placement units. As a result, if the cash portion of the purchase price exceeds the amount available from the trust account, net of amounts needed to satisfy any redemption by public shareholders, we may be required to seek additional financing to complete such proposed initial business combination. We cannot assure you that such financing will be available on acceptable terms, if at all. To the extent that additional financing proves to be unavailable when needed to complete our initial business combination, we would be compelled to either restructure the transaction or abandon that particular business combination and seek an alternative target business candidate. Further, we may be required to obtain additional financing in connection with the closing of our initial business combination for general corporate purposes, including for maintenance or expansion of operations of the post-transaction businesses, the payment of principal or interest due on indebtedness incurred in completing our initial business combination, or to fund the purchase of other companies. If we are unable to complete our initial business combination, our public shareholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. In addition, even if we do not need additional financing to complete our initial business combination, we may require such financing to fund the operations or growth of the target business. The failure to secure additional financing could have a **detrimental** material adverse effect on the continued development or growth of the target business. None of our officers, directors or shareholders is required to provide any financing to us in connection with or after our initial business combination. Our initial shareholders control a substantial interest in us and thus may exert a substantial influence on actions requiring a shareholder vote, potentially in a manner that you do not support. Upon closing of our initial public offering, our initial shareholders owned 25% of our issued and outstanding ordinary shares (assuming they did not purchase any units in our initial public offering and not including the Class A ordinary shares underlying the private placement units). Accordingly, they may exert a substantial influence on actions requiring a shareholder vote, potentially in a manner that you do not support, including amendments to our amended and restated memorandum and articles of association. If our initial shareholders purchased any units in our initial public offering or if our initial shareholders purchased any additional Class A ordinary shares in the aftermarket or in privately negotiated transactions, this would increase their control. Neither our initial shareholders nor, to our knowledge, any of our officers or directors, have any current intention to purchase additional securities, other than as disclosed in the prospectus. Factors that would be considered in making such additional purchases would include consideration of the current trading price of our Class A ordinary share. Assuming that only one-third of our issued and outstanding ordinary shares, representing a quorum under our amended and restated memorandum and articles of association, are voted, we will not need any public shares in addition to our founder shares to be voted in favor of an initial business combination in order to have an initial business combination approved. 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 for three years with only one class of directors being elected in each year. We may not hold an annual meeting of shareholders to elect new directors prior to the completion of our initial business combination, in which case all of the current directors will continue in office until at least the completion of the business combination. If there is an annual general meeting, as a consequence of our “staggered” board of directors, only a minority of the board of directors will be considered for election and our initial shareholders, because of their ownership position, will have considerable influence regarding the outcome. In addition, only holders of Class B ordinary shares will have the right to vote on the appointment of directors prior to or in connection with the completion of our initial business combination or continuing the company in a jurisdiction outside the Cayman Islands (including any special resolution required to amend the constitutional documents of the Company or to adopt new constitutional documents of the Company, in each case, as a result of the Company approving a transfer by way of continuation in a jurisdiction outside the Cayman Islands). These provisions of our amended and restated memorandum and articles of association may only be amended by a special resolution passed by a majority of at least two-thirds of our ordinary shares voting in a general meeting. As a result, you will not have any influence over our continuation in a jurisdiction outside the Cayman Islands prior to our initial business combination. Accordingly, our initial shareholders will continue to exert control at least until the completion of our initial business combination.³⁰ Because we must furnish our shareholders with target business financial statements, we may lose the ability to complete an otherwise advantageous initial business combination with some prospective target businesses. The federal proxy rules require that the proxy statement with respect to the vote on an initial business combination include historical and pro forma financial statement disclosure. We will include the same financial statement disclosure in connection with our tender offer documents, whether or not they are required under the tender offer rules. These financial statements may be required to be prepared in accordance with, or be reconciled to, accounting principles generally accepted in the United States of America (“GAAP”), or international financial reporting standards as issued by the International Accounting Standards Board (“IFRS”), depending on the circumstances and the historical financial statements may be required to be audited in accordance with the standards of the Public Company Accounting Oversight Board (United States) (“PCAOB”). These financial statement requirements may limit the pool of potential target businesses we may acquire because some targets may be unable to provide such financial statements in time for us to disclose such statements in accordance with federal proxy rules and complete our initial business combination within the prescribed time frame. Compliance obligations under the Sarbanes-Oxley Act may make it more difficult for us to effectuate our initial business combination, require substantial financial and management resources, and increase the time and costs of completing an initial business combination.

Section 404 of the Sarbanes–Oxley Act requires that we evaluate and report on our system of internal controls beginning with our Annual Report on Form 10–K for the year ending December 31, 2022. Only in the event we are deemed to be a large accelerated filer or an accelerated filer, and no longer qualify as an emerging growth company, will we be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. Further, for as long as we remain an emerging growth company, we will not be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes–Oxley Act particularly burdensome on us as compared to other public companies because a target business with which we seek to complete our initial business combination may not be in compliance with the provisions of the Sarbanes–Oxley Act regarding adequacy of its internal controls. The development of the internal control of any such entity to achieve compliance with the Sarbanes–Oxley Act may increase the time and costs necessary to complete any such business combination. Our initial business combination and our structure thereafter may not be tax–efficient to our shareholders and warrant holders. As a result of our business combination, our tax obligations may be more complex, burdensome and uncertain. Although we will attempt to structure our initial business combination in a tax–efficient manner, tax structuring considerations are complex, the relevant facts and law are uncertain and may change, and we may prioritize commercial and other considerations over tax considerations. For example, in connection with our initial business combination and subject to any requisite shareholder approval, we may structure our business combination in a manner that requires shareholders and / or warrant holders to recognize gain or income for tax purposes, effect a business combination with a target company in another jurisdiction, or reincorporate in a different jurisdiction (including, but not limited to, the jurisdiction in which the target company or business is located). We do not intend to make any cash distributions to shareholders or warrant holders to pay taxes in connection with our business combination or thereafter. Accordingly, a shareholder or a warrant holder may need to satisfy any liability resulting from our initial business combination with cash from its own funds or by selling all or a portion of the shares received. In addition, shareholders and warrant holders may also be subject to additional income, withholding or other taxes with respect to their ownership of us after our initial business combination. In addition, we may effect a business combination with a target company that has business operations outside of the United States, and possibly, business operations in multiple jurisdictions. If we effect such a business combination, we could be subject to significant income, withholding and other tax obligations in a number of jurisdictions with respect to income, operations and subsidiaries related to those jurisdictions. Due to the complexity of tax obligations and filings in other jurisdictions, we may have a heightened risk related to audits or examinations by U. S. federal, state, local and non–U. S. taxing authorities. This additional complexity and risk could have an adverse effect on our after–tax profitability and financial condition. We are currently operating in a period of economic uncertainty and capital markets disruption, which has been significantly impacted by geopolitical instability due to the ongoing military conflict between Russia and Ukraine. Our search for a business combination, and any target business with which we ultimately consummate a business combination, may be materially adversely affected by any negative impact on the global economy and capital markets resulting from the conflict in Ukraine or any other geopolitical tensions. On February 24, 2022, Russian forces launched significant military action against Ukraine, and sustained conflict and disruption in the region is possible. The impact to Ukraine as well as actions taken by other countries, including new and stricter sanctions imposed by Canada, the United Kingdom, the European Union, the U. S. and other countries and companies and organizations against officials, individuals, regions, and industries in Russia and Ukraine, and actions taken by Russia in response to such sanctions, and each country’s potential response to such sanctions, tensions, and military actions could have a material adverse effect on the business or prospects of potential target technology companies in the northern part of Europe. Any such material adverse effect from the conflict and enhanced sanctions activity may include reduced trading and business activity levels, disruption of financial markets, increased costs, disruption of services, inability to complete financial or banking transactions, and inability to service existing or new customers in the region. Prolonged unrest, military activities, or broad–based sanctions, should they be implemented, could have a material adverse effect on the Company’s ability to complete a Business Combination with a suitable target.

RISKS RELATING TO THE POST–BUSINESS COMBINATION COMPANY Subsequent to our completion of our initial business combination, we may be required to take write–downs or write–offs, restructuring and impairment or other charges that could have a significant negative effect on our financial condition, results of operations and the price of our securities, which could cause you to lose some or all of your investment. Even if we conduct extensive due diligence on a target business with which we combine, we cannot assure you that this diligence will identify all material issues that may be present with a particular target business, that it would be possible to uncover all material issues through a customary amount of due diligence, or that factors outside of the target business and outside of our control will not later arise. As a result of these factors, we may be forced to later write–down or write–off assets, restructure our operations, or incur impairment or other charges that could result in our reporting losses. Even if our due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with our preliminary risk analysis. Even though these charges may be non–cash items and not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our securities. In addition, charges of this nature may cause us to violate net worth or other covenants to which we may be subject as a result of assuming pre–existing debt held by a target business or by virtue of our obtaining debt financing to partially finance the initial business combination or thereafter. Accordingly, any shareholders or warrant holders who choose to remain shareholders or warrant holders following the business combination could suffer a reduction in the value of their securities. Such shareholders or warrant holders are unlikely to have a remedy for such reduction in value unless they are able to successfully claim that the reduction was due to the breach by our officers or directors of a duty of care or other fiduciary duty owed to them, or if they are able to successfully bring a private claim under securities laws that the proxy materials or tender offer documents, as applicable, relating to the business combination contained an actionable material misstatement or material

omission. Resources could be wasted in researching business combinations that are not completed, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we are unable to complete our initial business combination, our public shareholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. We anticipate that the investigation of each specific target business and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If we decide not to complete a specific initial business combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, if we reach an agreement relating to a specific target business, we may fail to complete our initial business combination for any number of reasons including those beyond our control. Any such event will result in a loss to us of the related costs incurred which could materially adversely affect subsequent attempts to locate and acquire or merge with another business. If we are unable to complete our initial business combination, our public shareholders may only receive their pro rata portion of the funds in the trust account that are available for distribution to public shareholders, and our warrants will expire worthless. Our ability to successfully effect our initial business combination and to be successful thereafter will be dependent upon the efforts of our key personnel, some of whom may join us following our initial business combination. The loss of key personnel could negatively impact the operations and profitability of our post-combination business. Our ability to successfully effect our initial business combination is dependent upon the efforts of our key personnel. The role of our key personnel in the target business, however, cannot presently be ascertained. Although some of our key personnel may remain with the target business in senior management or advisory positions following our initial business combination, it is likely that some or all of the management of the target business will remain in place. While we intend to closely scrutinize any individuals we engage after our initial business combination, we cannot 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. Our key personnel may negotiate employment or consulting agreements with a target business in connection with a particular business combination, and a particular business combination may be conditioned on the retention or resignation of such key personnel. These agreements may provide for them to receive compensation following our initial business combination and as a result, may cause them to have conflicts of interest in determining whether a particular business combination is the most advantageous. Our key personnel may be able to remain with our ~~company~~ **Company** after the completion of our initial business combination only if they are able to negotiate employment or consulting agreements in connection with the business combination. Such negotiations would take place simultaneously with the negotiation of the business combination and could provide for such individuals to receive compensation in the form of cash payments and / or our securities for services they would render to us after the completion of the business combination. Such negotiations also could make such key personnel's retention or resignation a condition to any such agreement. The personal and financial interests of such individuals may influence their motivation in identifying and selecting a target business, subject to their fiduciary duties under Cayman Islands law. ~~We may have a limited ability to..... have a detrimental effect on us.~~ Our executive officers and directors will allocate their time to other businesses thereby causing conflicts of interest in their determination as to how much time to devote to our affairs. This conflict of interest could have a negative impact on our ability to complete our initial business combination. Our executive officers and directors are not required to, and will not, commit their full time to our affairs, which may result in a conflict of interest in allocating their time between our operations and our search for a business combination and their other businesses. We do not intend to have any full-time employees prior to the completion of our initial business combination. Each of our executive officers is engaged in several other business endeavors, including 10X II, for which he may be entitled to substantial compensation, and our executive officers are not obligated to contribute any specific number of hours per week to our affairs. Our independent directors also serve as officers and board members for other entities, including 10X II. If our executive officers' and directors' other business affairs require them to devote substantial amounts of time to such affairs in excess of their current commitment levels, it could limit their ability to devote time to our affairs which may have a negative impact on our ability to complete our initial business combination. **For a complete discussion of our executive officers' and directors' other business affairs, please see "Item 10. Directors, Executive Officers and Corporate Governance."** Our officers and directors presently have, and any of them in the future may have additional, fiduciary or contractual obligations to other entities and, accordingly, may have conflicts of interest in determining to which entity a particular business opportunity should be presented. ~~Following the completion of our initial public offering and until~~ **Until** we consummate our initial business combination, we intend to engage in the business of identifying and combining with one or more businesses. Each of our officers and directors presently has, and any of them in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director is or will be required to present a business combination opportunity to such entity. Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in our favor and a potential target business may be presented to another entity prior to its presentation to us. Our ~~Charter amended and restated memorandum and articles of association provide~~ **provides** that we renounce our interest in any corporate opportunity offered to any director or officer unless such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the ~~company~~ **Company** and such opportunity is one we are legally and contractually permitted to undertake and would otherwise be reasonable for us to pursue, and to the extent the director or officer is permitted to refer that opportunity to us without violating another legal obligation. In addition, our Sponsor and our officers and directors may ~~Sponsor sponsor~~ or form other ~~SPACs special purpose acquisition companies~~ similar to ours or may pursue other business or investment ventures during the period in which we are seeking an initial business combination. Any such companies, businesses or ventures may present additional conflicts of interest in pursuing an initial business combination. In particular, affiliates of our Sponsor are currently ~~Sponsoring sponsoring~~ another blank check company, 10X II

, which is currently searching for a target for its initial business combination. 10X II may seek to complete a business combination in any location and is focusing on business combinations in the consumer internet, e-commerce, software, healthcare and financial services industries. Further, Mr. Thomas, our Chief Executive Officer and Chairman, serves as the Chief Executive Officer and Chairman of 10X II. Any such companies, including 10X II, may present additional conflicts of interest in pursuing an acquisition target. However, we do not believe that any such potential conflicts would materially affect our ability to complete our initial business combination. **For a complete discussion of our executive officers' and directors' business affiliations and the potential conflicts of interest that you should be aware of, please see "Item 10. Directors, Executive Officers and Corporate Governance," "Item 10. Directors, Executive Officers and Corporate Governance — Conflicts of Interest" and "Item 13. Certain Relationships and Related Transactions, and Director Independence."**

Members of our management team and ~~board~~ **Board of directors** have significant experience as founders, board members, officers, executives or employees of other companies. Certain of those persons have been, may be, or may become, involved in litigation, investigations or other proceedings, including related to those companies or otherwise. The defense or prosecution of these matters could be time-consuming and could divert our management's attention, and may have an adverse effect on us, which may impede our ability to consummate an initial business combination. During the course of their careers, members of our management team and ~~board~~ **Board of directors** have had significant experience as founders, board members, officers, executives or employees of other companies. As a result of their involvement and positions in these companies, certain of those persons have been, may be or may in the future become involved in litigation, investigations or other proceedings, including relating to the business affairs of such companies, transactions entered into by such companies, or otherwise. Individual members of our management team and ~~board~~ **Board of directors** also may become involved in litigation, investigations or other proceedings involving claims or allegations related to or as a result of their personal conduct, either in their capacity as a corporate officer or director or otherwise, and may be personally named in such actions and potentially subject to personal liability. Any such liability may or may not be covered by insurance and / or indemnification, depending on the facts and circumstances. The defense or prosecution of these matters could be time-consuming. Any litigation, investigations or other proceedings and the potential outcomes of such actions may divert the attention and resources of our management team and ~~board~~ **Board of directors** away from identifying and selecting a target business or businesses for our initial business combination and may negatively affect our reputation, which may impede our ability to complete an initial business combination. Our executive officers, directors, security holders and their respective affiliates may have competitive pecuniary interests that conflict with our interests. We have not adopted a policy that expressly prohibits our directors, officers, security holders or affiliates from having a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact, we may enter into a business combination with a target business that is affiliated with our Sponsor, our directors or officers, although we do not intend to do so. Nor do we have a policy that expressly prohibits any such persons from engaging for their own account in business activities of the types conducted by us. Accordingly, such persons or entities may have a conflict between their interests and ours. The personal and financial interests of our directors and officers may influence their motivation in timely identifying and selecting a target business and completing a business combination. Consequently, our directors' and officers' discretion in identifying and selecting a suitable target business may result in a conflict of interest when determining whether the terms, conditions and timing of a particular business combination are appropriate and in our shareholders' best interest. If this were the case, it would be a breach of their fiduciary duties to us as a matter of Cayman Islands law and we or our shareholders might have a claim against such individuals for infringing on our shareholders' rights. However, we might not ultimately be successful in any claim we may make against them for such reason. ~~39~~ **We** may engage in a business combination with one or more target businesses that have relationships with entities that may be affiliated with our Sponsor, executive officers, directors or existing holders which may raise potential conflicts of interest. In light of the involvement of our Sponsor, executive officers and directors with other entities, we may decide to acquire one or more businesses affiliated with our Sponsor, executive officers, directors or existing holders. Our directors also serve as officers and board members for other entities, including, without limitation, those described under **"Management Item 10. Directors, Executive Officers and Corporate Governance — Conflicts of Interest."** Such entities may compete with us for business combination opportunities. Our Sponsor, officers and directors are not currently aware of any specific opportunities for us to complete our initial business combination with any entities with which they are affiliated, and there have been no substantive discussions concerning a business combination with any such entity or entities. Although we will not be specifically focusing on, or targeting, any transaction with any affiliated entities, we would pursue such a transaction if we determined that such affiliated entity met our criteria for a business combination as set forth in **"Proposed Item 1. Business — Initial Business Combination Criteria"** and such transaction was approved by a majority of our independent and disinterested directors. Despite our agreement to obtain an opinion from an independent investment banking firm which is a member of FINRA or a valuation or appraisal firm regarding the fairness to our ~~company~~ **Company** from a financial point of view of a business combination with one or more domestic or international businesses affiliated with our Sponsor, executive officers, directors or existing holders, potential conflicts of interest still may exist and, as a result, the terms of the business combination may not be as advantageous to our public shareholders as they would be absent any conflicts of interest. ~~We may engage one or more of our underwriters or one of their respective affiliates to provide additional services to us after our initial public offering, which may include acting as financial advisor in connection with an initial business combination or as placement agent in connection with a related financing transaction. Our underwriters are entitled to receive deferred commissions that will be released from the trust only on a completion of an initial business combination. These financial incentives may cause them to have potential conflicts of interest in rendering any such additional services to us after our initial public offering, including, for example, in connection with the sourcing and consummation of an initial business combination. We may engage one or more of our underwriters or one of their respective affiliates to provide~~

Generally, we must maintain a minimum average global market capitalization and a minimum number of holders of our securities. Additionally, in connection with our initial business combination, we will be required to demonstrate compliance with NYSE's initial listing requirements, which are more rigorous than NYSE's continued listing requirements, in order to continue to maintain the listing of our securities on NYSE. For instance, our stock price would generally be required to be at least \$ 4.00 per share and we have 400 round lot holders of our Class A ordinary shares upon the consummation of our initial business combination. We cannot assure you that we will be able to meet those initial listing requirements at that time. **41** **Because public shareholders elected to redeem an aggregate of 25,943,810 Class A Ordinary Shares, representing approximately 83.28% of the issued and outstanding Class A ordinary shares, in connection with the Extension, there is an increased likelihood that we may fail to satisfy the minimum shareholders' equity and round lot holders thresholds imposed by NYSE.** If 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 material adverse consequences, including: **•** a limited availability of market quotations for our securities; **•** reduced liquidity for our securities; **•** a determination that our Class A ordinary shares are a "penny stock" which will require brokers trading in our Class A ordinary shares to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; **•** 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 our **units-Units**, Class A ordinary shares and **Public warrants-Warrants** are listed on the NYSE, our **units-Units**, Class A ordinary shares and **Public warrants-Warrants** will qualify as covered securities under the statute. Although the states are preempted from regulating the sale of our securities, the federal statute does allow the states to investigate companies if there is a suspicion of fraud, and, if there is a finding of fraudulent activity, then the states can regulate or bar the sale of covered securities in a particular case. While we are not aware of a state having used these powers to prohibit or restrict the sale of securities issued by blank check companies, other than the State of Idaho, certain state securities regulators view blank check companies unfavorably and might use these powers, or threaten to use these powers, to hinder the sale of securities of blank check companies in their states. Further, if we were no longer listed on the NYSE, our securities would not qualify as covered securities under the statute and we would be subject to regulation in each state in which we offer our securities. You will not be permitted to exercise your **warrants-Warrants** unless we register and qualify the underlying Class A ordinary shares or certain exemptions are available. If the issuance of the Class A ordinary shares upon exercise of the **warrants-Warrants** is not registered, qualified or exempt from registration or qualification under the Securities Act and applicable state securities laws, holders of **warrants-Warrants** will not be entitled to exercise such **warrants-Warrants** and such **warrants-Warrants** may have no value and expire worthless. In such event, holders who acquired their **warrants-Warrants** as part of a purchase of **units-Units** will have paid the full **unit-Unit** purchase price solely for the Class A ordinary shares included in the **units-Units**. We are **While we have registering-registered** the Class A ordinary shares issuable upon exercise of the **warrants-Warrants** in the **IPO registration-Registration statement-Statement** of which the **, we do not plan on keeping a** prospectus **forms a part-current until required to pursuant to the warrant agreement.** **However,** because the **warrants-Warrants** will become exercisable 30 days after the completion of our initial business combination, which may be within one year of our initial public offering. However, because the **warrants** will be exercisable until their expiration date of up to five years after the completion of our initial business combination, in order to comply with the requirements of Section 10(a)(3) of the Securities Act following the consummation of our initial business combination under the terms of the warrant agreement, we have agreed that, as soon as practicable, but in no event later than 15 business days, after the closing of our initial business combination, we will use our best efforts to file with the SEC a post-effective amendment to the **IPO registration-Registration statement-Statement** of which the prospectus **forms a part** or a new registration statement covering the registration under the Securities Act of the Class A ordinary shares issuable upon exercise of the **warrants-Warrants** and thereafter will use our best efforts to cause the same to become effective within 60 business days following our initial business combination and to maintain a current prospectus relating to the Class A ordinary shares issuable upon exercise of the **warrants-Warrants** until the expiration of the **42-warrants-Warrants** in accordance with the provisions of the warrant agreement. We cannot assure you that we will be able to do so if, for example, any facts or events arise which represent a fundamental change in the information set forth in the registration statement or prospectus, the financial statements contained or incorporated by reference therein are not current or correct or the SEC issues a stop order. If the Class A ordinary shares issuable upon exercise of the **warrants-Warrants** are not registered under the Securities Act, under the terms of the warrant agreement, holders of **warrants-Warrants** who seek to exercise their **warrants-Warrants** will not be permitted to do so for cash and, instead, will be required to do so on a cashless basis in accordance with Section 3(a)(9) of the Securities Act or another exemption. In no event will **warrants-Warrants** be exercisable for cash or on a cashless basis, and we will not be obligated to issue any shares to holders seeking to exercise their **warrants-Warrants**, unless the issuance of the shares upon such exercise is registered or qualified under the securities laws of the state of the exercising holder, or an exemption from registration or qualification is available. If our Class A ordinary shares are at the time of any exercise of a **warrant-Warrant** not listed on a national securities exchange such that they satisfy the definition of "covered securities" under Section 18(b)(1) of the Securities Act, we may, at our option, not permit holders of **warrants-Warrants** who seek to exercise their **warrants-Warrants** to do so for cash and, instead, require them to do so on a cashless basis in accordance with Section 3(a)(9) of the Securities Act; in the event we so elect, we will not be required to file or maintain in effect a registration statement or register or qualify the shares underlying the **warrants-Warrants** under applicable state securities laws, and in the event we do not so elect, we will use our best efforts to register or qualify the shares underlying the **warrants-Warrants** under applicable state securities laws to the extent an exemption is not available. In no event will we be required to net cash settle any **warrant-Warrant**, or issue securities

(other than upon a cashless exercise as described above) or other compensation in exchange for the ~~warrants~~ **Warrants** in the event that we are unable to register or qualify the shares underlying the ~~warrants~~ **Warrants** under the Securities Act or applicable state securities laws. You may only be able to exercise your ~~public~~ **Public** ~~warrants~~ **Warrants** on a “ cashless basis ” under certain circumstances, and if you do so, you will receive fewer Class A ordinary shares from such exercise than if you were to exercise such ~~warrants~~ **Warrants** for cash. The warrant agreement provides that in the following circumstances holders of ~~warrants~~ **Warrants** who seek to exercise their ~~warrants~~ **Warrants** will not be permitted to do for cash and will, instead, be required to do so on a cashless basis in accordance with Section 3 (a) (9) of the Securities Act: (i) if the Class A ordinary shares issuable upon exercise of the ~~warrants~~ **Warrants** are not registered under the Securities Act in accordance with the terms of the warrant agreement; (ii) if we have so elected and the Class A ordinary shares are at the time of any exercise of a ~~warrant~~ **Warrant** not listed on a national securities exchange such that they satisfy the definition of “ covered securities ” under Section 18 (b) (1) of the Securities Act; and (iii) if we have so elected and we call the ~~public~~ **Public** ~~warrants~~ **Warrants** for redemption. If you exercise your ~~public~~ **Public** ~~warrants~~ **Warrants** on a cashless basis, you would pay the ~~warrant~~ **Warrant** exercise price by surrendering the ~~warrants~~ **Warrants** for that number of Class A ordinary shares equal to the quotient obtained by dividing (x) the product of the number Class A ordinary shares underlying the ~~warrants~~ **Warrants**, multiplied by the excess of the “ fair market value ” of our Class A ordinary shares (as defined in the next sentence) over the exercise price of the ~~warrants~~ **Warrants** by (y) the fair market value. The “ fair market value ” is the average reported closing price of the Class A ordinary shares for the 10 trading days ending on the third trading day prior to the date on which the notice of exercise is received by the warrant agent or on which the notice of redemption is sent to the holders of ~~warrants~~ **Warrants**, as applicable. As a result, you would receive fewer Class A ordinary shares from such exercise than if you were to exercise such ~~warrants~~ **Warrants** for cash. 43The - ~~The~~ grant of registration rights to our ~~initial~~ **Initial** ~~shareholders~~ **Shareholders** and holders of our ~~private~~ **Private** ~~placement~~ **Placement** ~~units~~ **Units**, ~~private~~ **Private** ~~placement~~ **Placement** ~~shares~~ **Shares** and ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** may make it more difficult to complete our initial business combination, and the future exercise of such rights may adversely affect the market price of our Class A ordinary shares. Pursuant to an agreement to be entered into concurrently with the issuance and sale of the securities in our ~~initial public~~ **Public** ~~offering~~ **Offering**, our ~~initial~~ **Initial** ~~shareholders~~ **Shareholders** and their permitted transferees can demand that we register the Class A ordinary shares into which ~~founder~~ **Founder** ~~shares~~ **Shares** are convertible, holders of our ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** and their permitted transferees can demand that we register the ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** and the Class A ordinary shares issuable upon exercise of the ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** and holders of ~~Working Capital~~ **Warrants** that may be issued upon conversion of working capital loans may demand that we register such ~~warrants~~ **Warrants** or the Class A ordinary shares issuable upon conversion of such ~~warrants~~ **Warrants**. The registration rights will be exercisable with respect to the ~~founder~~ **Founder** ~~shares~~ **Shares** and the ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** and the ~~Class A ordinary shares issuable upon exercise of such~~ **private** **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants**. We will bear the cost of registering these securities. The registration and availability of such a significant number of securities for trading in the public market may have an adverse effect on the market price of our Class A ordinary shares. In addition, the existence of the registration rights may make our initial business combination more costly or difficult to conclude. This is because the shareholders of the target business may increase the equity stake they seek in the combined entity or ask for more cash consideration to offset the negative impact on the market price of our Class A ordinary shares that is expected when the ordinary shares owned by our ~~initial~~ **Initial** ~~shareholders~~ **Shareholders**, holders of our ~~private~~ **Private** ~~placement~~ **Placement** ~~warrants~~ **Warrants** or holders of our ~~working~~ **Working** ~~capital~~ **Capital** ~~loans~~ **Loans** or their respective permitted transferees are registered. We may issue additional Class A ordinary shares or preference shares to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. We may also issue Class A ordinary shares upon the conversion of the ~~founder~~ **Founder** ~~shares~~ **Shares** at a ratio greater than one- to-one at the time of our initial business combination as a result of the anti- dilution provisions contained in our ~~Charter amended and restated memorandum and articles of association~~. Any such issuances would dilute the interest of our shareholders and likely present other risks. Our ~~Charter amended and restated memorandum and articles of association~~ **authorize** **authorizes** the issuance of up to 500, 000, 000 Class A ordinary shares, par value \$ 0. 0001 per share, 50, 000, 000 Class B ordinary shares, par value \$ 0. 0001 per share, and 1, 000, 000 preference shares, par value \$ 0. 0001 per share. Immediately after our ~~initial public~~ **Public** ~~offering~~ **Offering**, there were 468, 847, 000 and 39, 995, 000 authorized but unissued Class A ordinary shares and Class B ordinary shares, respectively, available for issuance which amount does not take into account shares reserved for issuance upon exercise of outstanding ~~warrants~~ **Warrants** or shares issuable upon conversion of the Class B ordinary shares. The Class B ordinary shares are automatically convertible into Class A ordinary shares concurrently with or immediately following the consummation of our initial business combination, initially at a one- for- one ratio but subject to adjustment as set forth herein and in our ~~Charter amended and restated memorandum and articles of association~~. There are no preference shares issued and outstanding. We may issue a substantial number of additional Class A ordinary shares or preference shares to complete our initial business combination or under an employee incentive plan after completion of our initial business combination. We may also issue Class A ordinary shares upon conversion of the Class B ordinary shares at a ratio greater than one- to- one at the time of our initial business combination as a result of the anti- dilution provisions as set forth therein. However, our ~~Charter amended and restated memorandum and articles of association~~ **provide** **provides**, among other things, that prior to our initial business combination, we may not issue additional shares that would entitle the holders thereof to (i) receive funds from the ~~trust~~ **Trust** ~~account~~ **Account** or (ii) vote as a class with our public shares on any initial business combination. These provisions of our ~~Charter amended and restated memorandum and articles of association~~, like all provisions of our ~~Charter amended and restated memorandum and articles of association~~, may be amended with a shareholder vote. The issuance of additional ordinary

shares or preference shares: ● may significantly dilute the equity interest of investors in our initial public **Public offering Offering**; ● 44 may subordinate the rights of holders of Class A ordinary shares if preference shares are issued with rights senior to those afforded our Class A ordinary shares; ● could cause a change in control if a substantial number of Class A ordinary shares are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and could result in the resignation or removal of our present officers and directors; and ● may adversely affect prevailing market prices for our units, Class A ordinary shares and / or **Public warrants Warrants**. Unlike some other similarly structured **SPACs special purpose acquisition companies**, our initial **Initial shareholders Shareholders** will receive additional Class A ordinary shares if we issue certain shares to consummate an initial business combination. The founder **Founder shares Shares** will automatically convert into Class A ordinary shares concurrently with or immediately following the consummation of our initial business combination on a one- for- one basis, subject to adjustment for **stock splits share sub- divisions**, **stock share** dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as provided **herein in the Charter**. In the case that additional Class A ordinary shares or equity- linked securities are issued or deemed issued in connection with our initial business combination **in excess of the number of Class A ordinary shares or equity- linked securities issued in our Public Offering**, the number of Class A ordinary shares issuable upon conversion of all founder **Founder shares Shares** will equal, in the aggregate, on an as- converted basis, 25 % of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to any redemptions of Class A ordinary shares by public shareholders and not including the Class A ordinary shares underlying the **private Private placement Placement units Units**), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity- linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial business combination, excluding any Class A ordinary shares or equity- linked securities or rights exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in the initial business combination and any **private placement Working Capital units Units** issued to our Sponsor, officers or directors **upon conversion of working capital loans**, provided that such conversion of founder **Founder shares Shares** will never occur on a less than one- for- one basis. This is different than some other similarly structured **SPACs special purpose acquisition companies** in which the initial **Initial shareholders Shareholders** will only be issued an aggregate of 20 % of the total number of shares to be outstanding prior to our initial business combination. **We** Our initial shareholders paid an aggregate of \$ 25, 000 to cover certain of our offering costs in exchange for 10, 005, 000 founder shares, or approximately \$ 0. 003 per founder share and, accordingly, you will experience immediate and substantial dilution from the purchase of our Class A ordinary shares. The difference between the public offering price per share (allocating all of the unit purchase price to the Class A ordinary share and none to the warrant included in the unit) and the pro forma net tangible book value per share of our Class A ordinary shares after our initial public offering constitutes the dilution to you and the other investors in our initial public offering. Our initial shareholders acquired the founder shares at a nominal price, significantly contributing to this dilution. Upon closing of our initial public offering, and assuming no value is ascribed to the warrants included in the units, you and the other public shareholders incurred an immediate and substantial dilution of approximately 110. 9 % (or \$ 11. 09 per share), the difference between the pro forma net tangible book deficit per share after our initial public offering of \$ 1. 09 and the initial offering price of \$ 10. 00 per unit. This dilution would increase to the extent that the anti- dilution provisions of the founder shares result in the issuance of Class A ordinary shares on a greater than one- to- one basis upon conversion of the founder shares at the time of our initial business combination and would become exacerbated to the extent that public shareholders seek redemptions from the trust for their public shares. In addition, because of the anti- dilution protection in the founder shares, any equity or equity- linked securities issued in connection with our initial business combination would be disproportionately dilutive to our Class A ordinary shares. 45 We may amend the terms of the **Public warrants Warrants** in a manner that may be adverse to holders of **public Public warrants Warrants** with the approval by the holders of at least 50 % of the then outstanding **public Public warrants Warrants**. As a result, the exercise price of your **Public warrants Warrants** could be increased, the exercise period could be shortened and the number of Class A ordinary shares purchasable upon exercise of a **Public warrant Warrant** could be decreased, all without your approval. Our **Public warrants Warrants** were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The warrant agreement provides that the terms of the **Public warrants Warrants** may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 50 % of the then outstanding **public Public warrants Warrants** to make any change that adversely affects the interests of the registered holders of **public Public warrants Warrants**. Accordingly, we may amend the terms of the **public Public warrants Warrants** in a manner adverse to a holder if holders of at least 50 % of the then outstanding **public Public warrants Warrants** approve of such amendment. Although our ability to amend the terms of the **public Public warrants Warrants** with the consent of at least 50 % of the then outstanding **public Public warrants Warrants** is unlimited, examples of such amendments could be amendments to, among other things, increase the exercise price of the **Public warrants Warrants**, convert the **Public warrants Warrants** into cash or **stock shares** (at a ratio different than initially provided), shorten the exercise period or decrease the number of Class A ordinary shares purchasable upon exercise of a **Public warrant Warrant**. We may redeem your unexpired **Public warrants Warrants** prior to their exercise at a time that is disadvantageous to you, thereby making your **Public warrants Warrants** worthless. We have the ability to redeem all of the outstanding **Public warrants Warrants** at any time after they become exercisable and prior to their expiration, at a price of \$ 0. 01 per **Public warrant Warrant**, provided that the closing price of our Class A ordinary shares equals or exceeds \$ 18. 00 per share (as adjusted for **stock splits share sub- divisions**, **stock share** capitalizations, reorganizations, recapitalizations and the like and for certain issuances of Class A ordinary shares and equity- linked securities for capital raising purposes in connection with the closing of our initial business combination) for any 20 trading days within a 30 trading- day period ending on the third trading day prior to proper **the date we send the** notice of such redemption **to provided that on the Public Warrant holders** date we give notice of

redemption. We will not redeem the **Public warrants-Warrants** unless an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the **Public warrants-Warrants** is effective and a current prospectus relating to those Class A ordinary shares is available throughout the 30-day redemption period, except if the **Public warrants-Warrants** may be exercised on a cashless basis and such cashless exercise is exempt from registration under the Securities Act. If and when the **Public warrants-Warrants** become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. Redemption of the outstanding **Public warrants-Warrants** could force you to (i) exercise your **Public warrants-Warrants** and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) sell your **Public warrants-Warrants** at the then-current market price when you might otherwise wish to hold your **Public warrants-Warrants** or (iii) accept the nominal redemption price which, at the time the outstanding **Public warrants-Warrants** are called for redemption, is likely to be substantially less than the market value of your **Public warrants-Warrants**. Our **warrants-Warrants** may have an adverse effect on the market price of our Class A ordinary shares and make it more difficult to effectuate our initial business combination. We issued **Public warrants-Warrants** to purchase 15,000,000 Class A ordinary shares as part of the **units-Units** offered by the prospectus **our Public Offering** and, simultaneously with the closing of our **initial public Public offering Offering**, we issued in a private placement an aggregate of 1,153,000 **private Private placement Placement units-Units**, which include **private Private placement Placement warrants-Warrants** to purchase an aggregate of 576,500 Class A ordinary shares, at the price of \$11.50 per share. In addition, if our Sponsor or an affiliate of our Sponsor or certain of our officers and directors makes any working capital loans, such lender may convert those loans into up to an additional 1,500,000 **private Private placement Placement units-Units**, at the price of \$10.00 per unit. To the extent we issue ordinary shares to effectuate a business **transaction-combination**, the potential for the issuance of a substantial number of additional Class A ordinary shares upon exercise of these **warrants-Warrants** could make us a less attractive acquisition vehicle to a target business. Such **warrants-Warrants**, when exercised, will increase the number of issued and outstanding Class A ordinary shares and reduce the value of the Class A ordinary shares issued to complete the business **transaction-combination**. Therefore, our **warrants-Warrants** may make it more difficult to effectuate a business **transaction-combination** or increase the cost of acquiring the a target business.

46 The nominal purchase price paid by our Sponsor for the founder shares may result in significant dilution to the implied value of your public shares upon the consummation of our initial business combination. Our units were offered at an offering price of \$10.00 per unit and the amount in our trust account is \$10.15 per public share, implying an initial value of \$10.15 per public share. However, prior to our IPO, our Sponsor paid an original nominal aggregate purchase price of \$25,000 for the founder shares, or approximately \$0.002 per share. As a result, the value of your public shares may be significantly diluted upon the consummation of our initial business combination, when the founder shares are converted into public shares. For example, the following table shows the dilutive effect of the founder shares on the implied value of the public shares upon the consummation of our initial business combination, assuming that our equity value at that time is \$290,220,000, which is the amount we would have for our initial business combination in the trust account after payment of \$14,280,000 of deferred underwriting commissions, no interest is earned on the funds held in the trust account, and no public shares are redeemed in connection with our initial business combination, and without taking into account any other potential impacts on our valuation at such time, such as the trading price of our public shares, the business combination transaction costs, any equity issued or cash paid to the target's sellers or other third parties, or the target's business itself, including its assets, liabilities, management and prospects, as well as the value of our public and private warrants. At such valuation, each of our Class A ordinary shares would have an implied value of approximately \$7.05 per share upon consummation of our initial business combination, which would be an approximate 30.5% decrease as compared to the initial implied value per public share of \$10.15. Public shares 30,000,000 Founder shares 10,000,000 Private placement shares 1,153,000 Total shares 41,153,000 Total funds in trust available for initial business combination (less deferred underwriting commissions) \$290,220,000 Initial implied value per public share \$10.15 Implied value per share upon consummation of initial business combination \$7.05 The value of the founder shares following completion of our initial business combination is likely to be substantially higher than the nominal price paid for them, even if the trading price of our Class A ordinary shares at such time is substantially less than \$10.15 per share. Upon the closing of our IPO, our Sponsor invested in us an aggregate of \$8,835,000, comprised of the \$25,000 purchase price for the founder shares and the \$8,810,000 purchase price for the private placement units. Assuming a trading price of \$10.00 per share upon consummation of our initial business combination, the 10,000,000 founder shares would have an aggregate value of \$100,000,000. Even if the trading price of our Class A ordinary shares was as low as approximately \$0.88 per share, and the private placement units were worthless, the value of the founder shares would be equal to the Sponsor's initial investment in us. As a result, our Sponsor is likely to be able to recoup its investment in us and make a substantial profit on that investment, even if our public shares have lost significant value. Accordingly, our management team, which owns interests in our Sponsor, may have an economic incentive that differs from that of the public shareholders to pursue and consummate an initial business combination rather than to liquidate and to return all of the cash in the trust to the public shareholders, even if that business combination were with a riskier or less-established target business. For the foregoing reasons, you should consider our management team's financial incentive to complete an initial business combination when evaluating whether to redeem your shares prior to or in connection with the initial business combination. Because each **unit-Unit** contains one-half of one **Public warrant Warrant** and only a whole **warrant Warrant** may be exercised, the **units-Units** may be worth less than units of other **SPACs special purpose acquisition companies**. Each **unit-Unit** contains one-half of one **Public warrant Warrant**. Pursuant to the warrant agreement, no fractional **warrants-Warrants** are issued upon separation of the **units-Units**, and only whole **units-Units** trade. If, upon exercise of the **Public warrants-Warrants**, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number the number of Class A ordinary shares to be issued to the **warrant Warrant** holder. This is different from other offerings similar to ours whose units include one ordinary share and

one warrant to purchase one whole share. We have established the components of the ~~units~~ **Units** in this way in order to reduce the dilutive effect of the ~~warrants~~ **Warrants** upon completion of a business ~~47combination~~ **combination** since the ~~warrants~~ **Warrants** will be exercisable in the aggregate for one-half of the number of shares compared to ~~units~~ **Units** that each contain a whole ~~warrant~~ **Warrant** to purchase one share, thus making us, we believe, a more attractive merger partner for target businesses. Nevertheless, this ~~unit~~ **Unit** structure may cause our ~~units~~ **Units** to be worth less than if it included a warrant to purchase one whole share. Our warrant agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our ~~warrants~~ **Warrants**, which could limit the ability of ~~warrant~~ **Warrant** holders to obtain a favorable judicial forum for disputes with our ~~company~~ **Company**. Our warrant agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, these provisions of the warrant agreement will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of our ~~warrants~~ **Warrants** shall be deemed to have notice of and to have consented to the forum provisions in our warrant agreement. If any action, the subject matter of which is within the scope the forum provisions of the warrant agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a "foreign action") in the name of any holder of our ~~warrants~~ **Warrants**, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an "enforcement action"), and (y) having service of process made upon such ~~warrant~~ **Warrant** holder in any such enforcement action by service upon such ~~warrant~~ **Warrant** holder's counsel in the foreign action as agent for such ~~warrant~~ **Warrant** holder. This choice-of-forum provision may limit a ~~warrant~~ **Warrant** holder's ability to bring a claim in a judicial forum that it finds favorable for disputes with our ~~company~~ **Company**, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our warrant agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and ~~board~~ **Board** of directors. ~~The determination of the offering price of our units, the size of our initial public offering and terms of the units was more arbitrary than the pricing of securities and size of an offering of an operating company in a particular industry. You may have less assurance, therefore, that the offering price of our units properly reflected the value of such units than you would have in a typical offering of an operating company. Prior to our initial public offering there was no public market for any of our securities. The public offering price of the units and the terms of the warrants were negotiated between us and the underwriters. In determining the size of our initial public offering, management held customary organizational meetings with representatives of the underwriters, both prior to our inception and thereafter, with respect to the state of capital markets, generally, and the amount the underwriters believed they reasonably could raise on our behalf. Factors considered in determining the size of our initial public offering, prices and terms of the units, including the Class A ordinary shares and warrants underlying the units, included: • the history and prospects of companies whose principal business is the acquisition of other companies; 48 • prior offerings of those companies; • our prospects for acquiring an operating business at attractive values; • a review of debt to equity ratios in leveraged transactions; • our capital structure; • an assessment of our management and their experience in identifying operating companies; • general conditions of the securities markets at the time of our initial public offering; and • other factors as were deemed relevant. Although these factors were considered, the determination of our offering size, price and terms of the units is more arbitrary than the pricing of securities of an operating company in a particular industry since we have no historical operations or financial results. There is currently no market for our securities and a market for our securities may not develop, which would adversely affect the liquidity and price of our securities. There is currently no market for our securities. Shareholders therefore have no access to information about prior market history on which to base their investment decision. Following our initial public offering, the price of our securities may vary significantly due to one or more potential business combinations and general market or economic conditions. Furthermore, an active trading market for our securities may never develop or, if developed, it may not be sustained. You may be unable to sell your securities unless a market can be established and sustained.~~ Because we are incorporated under the laws of the Cayman Islands, you may face difficulties in protecting your interests, and your ability to protect your rights through the U. S. ~~Federal~~ **Federal** courts may be limited. We are an exempted company incorporated under the laws of the Cayman Islands. As a result, it may be difficult for investors to effect service of process within the United States upon our directors or officers, or enforce judgments obtained in the United States courts against our directors or officers. Our corporate affairs will be governed by our ~~Charter amended and restated memorandum and articles of association~~, the Companies Act (as the same may be supplemented or amended from time to time) and the common law of the Cayman Islands. We will also be subject to the federal securities laws of the United States. The rights of shareholders to take action against ~~the our~~ **our** directors, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, the decisions of whose courts are of persuasive authority, but are not binding on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are different from what they would be under statutes or judicial precedent in some jurisdictions in the

United States. In particular, the Cayman Islands has a different body of securities laws as compared to the United States, and certain states, such as Delaware, may have more fully developed and judicially interpreted bodies of corporate law. In addition, Cayman Islands companies may not have standing to initiate a shareholders derivative action in a **Federal federal** court of the United States. We have been advised by Maples and Calder (Cayman) LLP, Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely (i) to recognize or enforce against us judgments of courts of the United States predicated upon the civil liability provisions of the federal securities laws of the United States or any state; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against us predicated upon the civil liability provisions of the federal securities laws of the United States or any state, so far as the liabilities imposed by those provisions are ~~49penal~~ **penal** in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands **Court court** may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of ~~the our board~~ **Board of directors** or controlling shareholders than they would as public shareholders of a United States company. General Risk Factors We are a blank check company with no operating history and no revenues, and you have no basis on which to evaluate our ability to achieve our business objective. We are a blank check company incorporated under the laws of the Cayman Islands with no operating results, and we did not commence operations until obtaining funding through our **initial public Public offering Offering**. Because we lack an operating history, you have no basis upon which to evaluate our ability to achieve our business objective of completing our initial business combination. We have no plans, arrangements or understandings with any prospective target business concerning a business combination and may be unable to complete our initial business combination. If we fail to complete our initial business combination, we will never generate any operating revenues. We may be a passive foreign investment company, or "PFIC," which could result in adverse United States federal income tax consequences to U. S. investors. If we are a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U. S. **Holder holder** (as defined in the section of the prospectus captioned "~~Taxation-United States Federal Income Tax Considerations-U. S. Holders~~" of our Class A ordinary shares or **warrants Warrants**), the U. S. **Holder holder** may be subject to adverse U. S. federal income tax consequences and may be subject to additional reporting requirements. **Our PFIC status Based upon the composition of our income and assets, and upon a review of our financial statements, we likely will not be eligible** for our current and subsequent taxable years may depend on whether we qualify for the PFIC start **startup** -up exception (see the section of the prospectus captioned "~~Taxation-United States Federal Income Tax Considerations-U. S. Holders-Passive Foreign Investment Company Rules~~"). Depending on the particular circumstances the application of the start-up exception may be subject to uncertainty, and **therefore likely** there cannot be any assurance that we will qualify for the start-up exception. Accordingly, there can be no assurances with respect to our status as **was** a PFIC for our current **the most recent** taxable year or any subsequent taxable year **ended on December 31, 2022**. Our actual PFIC status for any taxable year, however, will not be determinable until after the end of such taxable year. **Moreover, if With respect to each taxable year for which** we determine we are a PFIC ~~for any taxable year~~, upon written request, we will endeavor to provide to a U. S. **Holder holder** such information as the Internal Revenue Service ("**IRS**") may require, including a PFIC annual information statement, in order to enable the U. S. **Holder holder** to make and maintain a "qualified electing fund" election, but there can be no assurance that we will timely provide such required information, and such election would be unavailable with respect to our **warrants Warrants** in all cases. We urge U. S. investors to consult their own tax advisors regarding the possible application of the PFIC rules. ~~For a more detailed explanation of the tax consequences of PFIC classification to U. S. Holders, see the section of the prospectus captioned "Taxation—United States Federal Income Tax Considerations—U. S. Holders-Passive Foreign Investment Company Rules."~~ 50 An investment in our initial public offering may result in uncertain U. S. federal income tax consequences. An investment in our initial public offering may result in uncertain U. S. federal income tax consequences. For instance, because there are no authorities that directly address instruments similar to the units we issued in our initial public offering, the allocation an investor makes with respect to the purchase price of a unit between the Class A ordinary shares and the one-half of a warrant included in each unit could be challenged by the IRS or courts. In addition, the U. S. federal income tax consequences of a cashless exercise of warrants included in the units we issued in our initial public offering is unclear under current law. Finally, it is unclear whether the redemption rights with respect to our Class A ordinary shares suspend the running of a U. S. Holder's holding period for purposes of determining whether any gain or loss realized by such holder on the sale or exchange of Class A ordinary shares is long-term capital gain or loss and for determining whether any dividend we pay would be considered "qualified dividend income" for U. S. federal income tax purposes. See the section in our prospectus titled "~~Taxation-United States Federal Income Tax Considerations~~" for a summary of the U. S. federal income tax considerations of an investment in our securities. Prospective investors are urged to consult their tax advisors with respect to these and other tax consequences when acquiring, owning or disposing of our securities. We may reincorporate in another jurisdiction in connection with our initial business combination and such reincorporation may result in taxes imposed on shareholders or **warrant Warrant** holders. We may, in connection with our initial business combination and subject to requisite shareholder approval by special resolution under the Companies Act, reincorporate in the jurisdiction in which the target company or business is located or in another jurisdiction. The transaction may require a shareholder or **warrant Warrant** holder

to recognize taxable income in the jurisdiction in which the shareholder or ~~warrant~~ **Warrant** holder is a tax resident or in which its members are ~~resident~~ **residents** if it is a tax transparent entity. We do not intend to make any cash distributions to shareholders or ~~warrant~~ **Warrant** holders to pay such taxes. Shareholders or ~~warrant~~ **Warrant** holders may be subject to withholding taxes or other taxes with respect to their ownership of us after the reincorporation. ~~After our initial business combination, it is possible that a majority of our directors and officers will live outside the United States and all of our assets will be located outside the United States; therefore, investors may not be able to enforce federal securities laws or their other legal rights. It is possible that after our initial business combination, a majority of our directors and officers will reside outside of the United States and all of our assets will be located outside of the United States. As a result, it may be difficult, or in some cases not possible, for investors in the United States to enforce their legal rights, to effect service of process upon all of our directors or officers or to enforce judgments of United States courts predicated upon civil liabilities and criminal penalties on our directors and officers under United States laws.~~ We are an emerging growth company and a smaller reporting company within the meaning of the Securities Act, and if we take advantage of certain exemptions from disclosure requirements available to emerging growth companies or smaller reporting companies, this could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies. We are an “emerging growth company” within the meaning of the Securities Act, as modified by the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor internal controls attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. As a result, our shareholders may not have access to certain information they may deem important. We could be 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 ordinary shares held by non-affiliates exceeds \$ 700 million as of any June ~~30-30th~~ before that time, in which case we would no longer be an emerging growth company as of the following December ~~31-31st~~. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile. ~~5-1Further--~~ **Further**, Section 102 (b) (1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such ~~an~~ election to opt out is irrevocable. We have elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our ~~forward-basis, the audit committee has and will pre-approve all auditing services and permitted non-audit services to be performed for us by our auditors, including the fees and terms thereof (subject to the de minimis exceptions for non-audit services described in the Exchange Act which are approved by the audit committee prior to the completion of the audit).~~ **PART 70PART IV Item ITEM 15. Exhibit and Financial Statement Schedules-EXHIBITS, FINANCIAL STATEMENT SCHEDULES.** (a) The following documents are filed as part of this ~~Annual Report report~~ **Annual Report report**: (1) Financial Statements ~~Consolidated Financial Statements below of the Company under Item 8 of Part II above~~. (2) Financial Statement Schedule ~~All financial statement schedules are omitted because they are not applicable or the amounts are immaterial, not required, or the required information is presented in the financial statements and notes thereto~~ **in Item 8 of Part II above**. (b) ~~3~~ **3** Exhibits ~~The We hereby file as part of this report the~~ exhibits listed in the ~~attached accompanying index to exhibits are filed or incorporated by reference as part of this Annual Report.~~ **Index.ExhibitNumber**

Description 3.1 ~~Second~~ Amended and Restated Memorandum and Articles of Association (Incorporated by reference to the corresponding exhibit to the Company’s Current Report on Form 8- K (File No.001- 41216), filed with the SEC on ~~December 28~~ **January 14**, 2022). 4.1 Specimen Unit Certificate (Incorporated by reference to the corresponding exhibit to the Company’s Registration Statement on Amendment No.1 to Form S- ~~4-1~~ (File No.333- 253868), filed with the SEC on June 2, 2021). 4.2 Specimen Class A Ordinary Share Certificate (Incorporated by reference to the corresponding exhibit to the Company’s Registration Statement on Amendment No.1 to Form S- ~~4-1~~ (File No.333- 253868), filed with the SEC on June 2, 2021). 4.3 Specimen Warrant Certificate (Incorporated by reference to the corresponding exhibit to the Company’s Registration Statement on Amendment No.2 to Form S- ~~4-1~~ (File No.333- 253868), filed with the SEC on June 15, 2021). 4.4 Warrant Agreement, dated January 11, 2022, by and between the Company and Continental Stock Transfer & Trust Company, as warrant agent (Incorporated by reference as Exhibit 4.1 to the Company’s Current Report on Form 8- K (File No.001- 41216), filed with the SEC on January 14, 2022). 4.5 *Description of ~~Registrant’s~~ **the 10X Capital SPAC** Sponsor **III LLC** (Incorporated by reference to the corresponding exhibit to the Company’s Current Report on Form 8- K (File No.001- 41216), filed with the SEC on January 14, 2022). 10.2 Investment Management Trust Agreement, dated January 11, 2022, by and between the Company and Continental Stock Transfer & Trust Company, as trustee (Incorporated by reference to the corresponding exhibit to the Company’s Current Report on Form 8- K (File No.001- 41216), filed with the SEC on January 14, 2022). ~~40-7110~~ **3** Registration Rights Agreement, dated January 11, 2022, by and among the Company, ~~the 10X Capital SPAC~~ Sponsor, ~~Cantor III LLC~~ and the other holders party thereto (Incorporated by reference to the corresponding exhibit to the Company’s Current

Report on Form 8- K (File No.001- 41216),filed with the SEC on January 14,2022).10.4 Private Placement Units Purchase Agreement,dated January 11,2022,by and between the Company and the **10X Capital SPAC Sponsor III LLC** (Incorporated by reference to the corresponding exhibit to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on January 14,2022).10.5 Private Placement Units Purchase Agreement,dated January 11,2022,by and between the Company and Cantor **Fitzgerald & Co.** (Incorporated by reference to the corresponding exhibit to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on January 14,2022).10.6 **Form of Indemnity Agreement** (Incorporated by reference to the corresponding exhibit to the Company' s Registration Statement on Amendment No.1 to Form S- 1 (File No.333- 253868),filed with the SEC on June 2,2021).10.7 Administrative Services Agreement,dated January 11,2022,by and between the Company and the **10X Capital SPAC Sponsor III LLC** (Incorporated by reference to the **corresponding Exhibit exhibit 10.6** to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on January 14,2022). **24** 10.8 **† Settlement Agreement and Mutual Release,dated as of February 2,2023,by and among the Company,10X Sparks Merger Sub,Inc.,Sparks Energy,Inc.and Otis Jarrada Sparks** (Incorporated by reference to Exhibit 10.1 to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on February 3,2023).Exhibit Number Description 10.9 **Form of Non- Redemption Agreement** (Incorporated by reference to Exhibit 10.1 to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on December 9,2022).10.10 **Joinder to the Letter Agreement,dated December 8,2022,between the Company,the Sponsor and Kash Sheikh** (Incorporated by reference to Exhibit 10.1 to the Company' s Current Report on Form 8- K (File No.001- 41216),filed with the SEC on December 9,2022).10.11 *** Amended and Restated Promissory Note,dated as of November 14,2022,issued by the Company to the Sponsor.24.1 * -Power of Attorney** (included on the signature pages herein).31.1 *** -Certification of Principal Chief Executive Officer Pursuant to Rules 13a- 14 (a) and 15d- 14 (a) under the Securities Exchange Act of 1934,as Adopted Pursuant to Section 302 of the Sarbanes- Oxley Act of 2002.31.2 * -Certification of Principal Chief Financial Officer Pursuant to Rules 13a- 14 (a) and 15d- 14 (a) under the Securities Exchange Act of 1934,as Adopted Pursuant to Section 302 of the Sarbanes- Oxley Act of 2002.32.1 * * -Certification of Principal Chief Executive Officer Pursuant to 18 U.S.C.Section 1350,as Adopted Pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.32.2 * * -Certification of Principal Chief Financial Officer Pursuant to 18 U.S.C.Section 1350,as Adopted Pursuant to Section 906 of the Sarbanes- Oxley Act of 2002.** **72SIGNATURES Pursuant to** ~~101.INS * Inline XBRL Instance Document~~ ~~the instance document does not appear~~ **requirements of Section 13 or 15 (d) of the Securities and Exchange Act of 1934,the registrant has duly caused this report to be signed on its behalf by the undersigned,thereunto duly authorized.****March 31,2022 10X CAPITAL VENTURE ACQUISITION CORP.IIIBy:/ s / Hans Thomas Name:Hans Thomas Title:Chief Executive Officer and Chairman POWER OF ATTORNEY The undersigned directors and officers of 10X Capital Venture Acquisition Corp.III hereby constitute and appoint each of Hans Thomas and Guhan Kandasamy,with the power to act without the others and with full power of substitution and resubstitution,our hue and lawful attorney- in- fact and agent with full power to execute in our name and behalf in the capacities indicated below any and all amendments to this report and to file the same,with all exhibits and the other documents relating thereto and hereby ratify and confirm all that such attorney- in- fact,or such attorney- in- fact' s substitute,may lawfully do or cause to be done by virtue hereof.Pursuant to the requirements of the Securities and Exchange Act of 1934,this report has been signed below by the following persons in the capacities and on the dates indicated below.**

Name	Title	Date	/ s /	Hans Thomas
Hans Thomas	Chief Executive Officer and Chairman	March 31,2022	/ s /	Guhan Kandasamy
Guhan Kandasamy	Chief Financial Officer	March 31,2022	/ s /	David Weisburd
David Weisburd	Chief Operating Officer,Head of Origination and Director	March 31,2022	/ s /	Christopher Jurasek
Christopher Jurasek	Director	March 31,2022	/ s /	Boris Silver
Boris Silver	Director	March 31,2022	/ s /	Woodrow H.Levin
Woodrow H.Levin	Director	March 31,2022	/ s /	

31,2022Exhibit 4.5 DESCRIPTION OF SECURITIES 10X Capital Venture Acquisition Corp.III is 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..... Recent Sales of Unregistered Securities; Use of Proceeds from Registered Offerings Unregistered Sales The..... Public Offering. 57Critical Accounting Policies and Estimates** The preparation of financial statements and related disclosures in conformity with U. S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of income and expenses during the periods reported. Actual results could materially differ from those estimates. We have identified the following as our critical accounting policies: **Deferred Offering Costs Associated with the Initial Public Offering** The Company complies with the requirements of FASB ASC 340- 10- S99- 1. Offering costs consisted of legal, accounting, and other costs incurred that were directly related to the Initial Public Offering. Offering costs associated with warrants were charged to shareholders' equity upon the completion of the Initial Public Offering. Offering costs associated with the Class A ordinary shares were charged against the carrying value of Class A ordinary shares subject to possible redemption upon the completion of the Initial Public Offering. **Net Income (Loss) per Ordinary Share** The Company complies with accounting and disclosure requirements of ASC Topic 260, “ Earnings Per Share. ” Net loss per ordinary share is computed by dividing net loss by the weighted average number of ordinary shares outstanding during the period, excluding ordinary shares subject to forfeiture. Weighted average shares were reduced for the effect of an aggregate of 1, 305, 000 ordinary shares that are subject to forfeiture if the over- allotment option is not exercised by the underwriters. At December 31, 2021, the Company did not have any dilutive securities and other contracts that could, potentially, be exercised or converted into ordinary shares and then share in the earnings of the Company. As a result, diluted loss per ordinary share is the same as basic loss per ordinary share for the periods presented. **Recent Accounting Pronouncements** The Company' s management does not believe that any recently issued, but not yet effective, accounting standards updates, if currently adopted, would have a material effect on the accompanying consolidated financial statements. **Off- Balance Sheet..... Use of estimates** The preparation of

financial statements in conformity with U. S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the **consolidated** financial statements and the reported amounts of expenses during the reporting periods. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the **consolidated** financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates.

Cash and Cash Equivalents The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of December 31, **2022 and 2021**.

Investments Held in Trust Account The Company's portfolio of investments is comprised of U. S. government securities, within the meaning set forth in Section 2 (a) (16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U. S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company's investments held in the Trust Account are comprised of U. S. government securities, the investments are classified as trading securities. When the Company's investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the consolidated balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities are included in income from investments held in the Trust Account in the accompanying consolidated statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information.

Concentration of Credit Risk Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation Coverage limit of \$ 250, 000. As of December 31, 2021, access to such funds could have a significant adverse impact on the Company's operations. The Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

Fair value of financial instruments The fair value of the Company's assets and liabilities, which qualify as financial instruments under the FASB ASC Topic 820, "Fair Value Measurements," approximates the carrying amounts represented in the consolidated balance sheets, primarily due to their short-term nature.

Fair Value Measurements Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. U. S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable. In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

Working Capital Loan — Related Party The Company accounts for its New Note under ASC Topic 815, Derivatives and Hedging ("ASC 815"). Under ASC 815-15-25, the election can be made at the inception of a financial instrument to account for the instrument under the fair value option under ASC Topic 825, Financial Instruments ("ASC 825"). The primary reason for electing the fair value option is to provide better information on the financial liability amount given current market and economic conditions of the Company. As a result of applying the fair value option, the Company records each draw at fair value with a gain or loss recognized at issuance, and subsequent changes in fair value recorded as change in the fair value of convertible note — related party on the accompanying consolidated statements of operations. The fair value, with a de minimis value, and classified on a combined basis with the loan in promissory note — related party in the accompanying consolidated balance sheets.

Derivative financial instruments The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments, including issued stock purchase warrants, to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC 480 and FASB ASC Topic 815, "Derivatives and Hedging" ("ASC 815"). The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period.

Each whole warrant liability of the Company, the "Public Warrants," and one-half of one redeemable warrant, the "Private Placement Warrants," are classified in accordance with ASC 480 and ASC 815, which provides that the warrants are not precluded from equity classification. Equity-classified contracts were initially measured at fair value (or allocated value). Subsequent changes in fair value will not be recognized as long-term liabilities as the contracts continue to be classified in equity in accordance with ASC 480 and ASC 815, require the use of current assets or require the creation of current liabilities.

Deferred Offering Costs Associated with the Initial Public Offering The Company complies with the requirements of FASB ASC 340-10-S99-1. Offering costs consisted of legal, accounting, and other costs incurred that were directly related to the Initial Public Offering. Offering costs associated with the warrants were charged to shareholders' equity upon the completion of the Initial Public Offering. Offering costs associated with the Class A ordinary shares were charged against the carrying value of Class A ordinary shares subject to

possible redemption upon the completion of the Initial Public Offering. Class A Ordinary Shares Subject to Possible Redemption Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders' equity. The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to occurrence of uncertain future events. Accordingly, all outstanding Class A ordinary shares subject to possible redemption are presented at redemption value as temporary equity, outside of the shareholders' equity deficit section of the Company's consolidated balance sheets. F- 12 Under ASC 480, the Company has elected to recognize changes in the redemption value immediately as they occur and adjust the carrying value of the security to equal the redemption value at the end of each reporting period. This method would view the end of the reporting period as if it were also the redemption date for the security. Immediately upon the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount value. The change in the carrying value of the redeemable Class A ordinary shares resulted in charges against additional paid-in capital (to the extent available) and accumulated deficit. F- 11 Income Taxes The Company complies with the accounting and reporting requirements of FASB ASC Topic 740, "Income Taxes," which requires an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities that will result in future taxable or deductible amounts, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. FASB ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts accrued for interest and penalties as of December 31, 2022 and 2021. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is considered to be an exempted Cayman Islands company with no connection to any other taxable jurisdiction and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States. As such, the Company's tax provision was zero for the periods presented. Net Income (Loss) per Ordinary Share The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, "Earnings Per Share." The Company has two classes of shares, which are referred to as Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of shares. This presentation assumes a business combination as the most likely outcome. Net income (loss) per ordinary share is computed by dividing the net income (loss) by the weighted average shares of ordinary shares outstanding for the respective period. The calculation of diluted net income (loss) per ordinary shares does not consider the effect of the Public Warrants and the Private Placement Warrants to purchase an aggregate of 15,576,500 Class A ordinary shares, because their exercise is contingent upon future events. As a result, diluted net income (loss) per share is the same as basic net income (loss) per share for the year ended December 31, 2022 and for the period from February 10, 2021 (inception) through December 31, 2021. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value. The Company has considered the effect of Class B ordinary shares that were excluded from the weighted average number as they were contingent on the exercise of over-allotment option by the underwriter. Since the contingency was satisfied, with respect to the portion of the over-allotment exercised by the underwriter, the Company included these shares in the weighted average number as of the beginning of the reporting period to determine the dilutive impact of these shares. F- 13 The following table presents a reconciliation of the numerator and denominator used to compute basic and diluted net income (loss) per share for each class of ordinary shares: For the year ended December 31, 2022 For the period from February 10, 2021 (inception) through December 31, 2021 Class A Class B Class B Basic and diluted net income (loss) per ordinary share: Numerator: Allocation of net income (loss)- basic \$ 524,515 \$ 173,777 \$ (44,607) Allocation of net income (loss)- diluted \$ 523,908 \$ 174,384 \$ (44,607) Denominator: Basic weighted average ordinary shares outstanding 30 during the period, excluding 043,441 9,953,699 8,700,000 Diluted weighted average ordinary shares outstanding subject to forfeiture: Weighted average shares were reduced for the effect of an aggregate of 1,305 30,043,441 10,000 ordinary shares that are subject to forfeiture if the over-allotment option is not exercised by the underwriters. At December 31, 2021 000 8,700 the Company did not have any dilutive securities and other contracts that could, 000 Basic net income (potentially, be exercised or converted into ordinary shares and then share in the earnings of the Company. As a result, diluted loss) per ordinary share is the same as basic \$ 0.02 \$ 0.02 \$ (0.01) Diluted net income (loss) per ordinary share \$ 0 for the periods presented. 02 \$ 0.02 \$ (0.01) Recent Accounting Standards In June 2022, the FASB issued Accounting Standards Update ("ASU") 2022-03, ASC Subtopic 820, "Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions." The ASU amends ASC 820 to clarify that a contractual sales restriction is not considered in measuring an equity security at fair value and to introduce new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value. The ASU applies to both holders and issuers of equity and equity-linked securities measured at fair value. The amendments in this ASU are effective for the Company in fiscal years beginning after December 15, 2023, and interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued or made available for issuance. The Company is still evaluating the impact of

this pronouncement on the consolidated financial statements. Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company's **consolidated** financial statements. NOTE 3. INITIAL PUBLIC OFFERING On January 14, 2022, the Company consummated its Initial Public Offering of 30,000,000 Units, including the issuance of 3,900,000 Units as a result of the underwriter's partial exercise of their over-allotment option, at \$ 10.00 per Unit, generating gross proceeds of \$ 300.0 million, and incurring offering costs of approximately \$ 20.2 million, of which approximately \$ 14.3 million was for deferred underwriting commissions. Each Unit consists of one Class A ordinary share and one-half of one redeemable warrant. Each whole warrant will entitle the holder to purchase one Class A ordinary share at a price of \$ 11.50 per share, subject to adjustment (see Note 5). Each warrant will become exercisable 30 days after the completion of the initial Business Combination and will expire five years after the completion of the initial Business Combination, or earlier upon redemption or liquidation. NOTE 4. PRIVATE PLACEMENT Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 1,153,000 Private Placement Units, at a price of \$ 10.00 per Private Placement Unit, to the Sponsor and Cantor, generating proceeds of approximately \$ 11.5 million. Each Private Placement Unit is identical to the **Unit Units** sold in the Initial Public Offering, except as described below. ~~If F-12~~ If the Company does not complete the initial Business Combination within the Combination Period, the Private Placement Units will expire worthless. The Private Placement Units, private placement shares **underlying the Private Placement Units** and private placement warrants included in the Private Placement Units are subject to the transfer restrictions described below. The Private Placement Units have terms and provisions that are identical to those of the Units sold in the Initial Public Offering. ~~F-14~~ NOTE 5. RELATED PARTY TRANSACTIONS ~~Founder Shares~~ In February 2021, the Company's Sponsor paid \$ 25,000, or approximately \$ 0.002 per share, to cover certain of the offering and formation costs in exchange for an aggregate of 11,672,500 Class B ordinary shares, par value \$ 0.0001 per share (the "Founder Shares"). Shares and the associated amounts have been retroactively restated to reflect ~~:(i)~~ (i) the surrender of 2,089,167 Class B ordinary shares for no consideration on December 1, 2021; and (ii) the share capitalization of 421,667 Class B ordinary shares on January 11, 2022; resulting in an aggregate of 10,005,000 Class B ordinary shares outstanding. The Initial Shareholders agreed to forfeit up to 1,305,000 Founder Shares to the extent that the over-allotment option is not exercised in full by the underwriter, so that the Founder Shares will represent 25% of the Company's issued and outstanding shares after the Initial Public Offering (not including the Class A ordinary shares underlying the Private Placement Units). On January 14, 2022, the underwriter partially exercised ~~the its~~ over-allotment option to purchase additional 3,900,000 Units; thus, 5,000 Class B ordinary shares were subsequently forfeited when the over-allotment option expired on February 25, 2022. The Company's Initial Shareholders agreed not to transfer, assign or sell any of their Founder Shares until consummation of the initial Business Combination. Any permitted transferees will be subject to the same restrictions and other agreements of the Initial Shareholders with respect to any Founder Shares (the "Lock-up"). **In December 2022, certain investors of the Company ("10X III Investors") entered into a non-redemption agreement with the Company and Sponsor ("Non-Redemption Agreements"). Pursuant to the Non-Redemption Agreements, such 10X III Investors agreed, for the benefit of the Company, to vote certain ordinary shares of the Company now owned or hereafter acquired (the "Investor Shares"), representing 4 million ordinary shares of the Company in the aggregate, in favor of the proposal to amend the Company's organizational documents to extend the time the Company is permitted to close a business combination and not to redeem the Investor Shares in connection with such proposal. In connection with these commitments from the 10X III Investors, Sponsor has agreed to transfer to each 10X III Investor an amount of its Class B Ordinary Shares on or promptly after the closing of the Company's initial business combination.** Promissory Note — Related Party The Sponsor agreed to loan the Company up to \$ 300,000 pursuant to a promissory note, dated ~~on~~ February 18, 2021 ~~and (was as later~~ amended on December 31, 2021, (the "Note"), to be used for a portion of the expenses of the Initial Public Offering. The Note was non-interest bearing, unsecured and due upon the closing of the Initial Public Offering. The Company borrowed approximately \$ 137,000 under the Note and fully repaid the Note balance on January 14, 2022. **Subsequent to the repayment, the facility was no longer available to the Company.** Related Party Loans In order to finance transaction costs in connection with an intended initial Business Combination, the Sponsor or an affiliate of the Sponsor or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required (the "Working Capital Loans"). If the Company completes the initial Business Combination, the Company would repay the Working Capital Loans. In the event that the initial Business Combination does not close, the Company may use a portion of the working capital held outside the Trust Account to repay the Working Capital Loans but no proceeds from the Trust Account would be used to repay the Working Capital Loans. Up to \$ 1,500,000 of the Working Capital Loans may be convertible into units of the post Business Combination entity at a price of \$ 10.00 per unit at the option of the lender. The units would be identical to the Private Placement Units. **On November 14, 2022, the Company issued an unsecured promissory note (as amended and restated on November 14, 2022, the "New Note") to the Sponsor for an aggregate principal amount of up to \$ 250,000 for working capital purposes ("Working Capital Loan"). The New Note bears no interest and is repayable in full upon the earlier of the consummation of our initial business combination and the day prior to the date the Company elects to liquidate and dissolve in accordance with the provisions of its Charter (such earlier date, the "Maturity Date"). The New Note may also be converted into additional private placement-equivalent units, at a price of \$ 10.00 per unit, at the option of the holder of the New Note at any time on or prior to the Maturity Date.** As of December 31, ~~2022 and~~ 2021, ~~no~~ **the Company had \$ 250,000 and \$ 0 of** such Working Capital Loans ~~were~~ **outstanding, respectively.** Administrative Support Agreement On January 11, 2022, the Company entered into an agreement with the Sponsor (the "Administrative Support Agreement"), pursuant to which the Company agreed to pay the Sponsor a total of \$ 37,500 per month for office space, secretarial, and administrative services through the earlier of the Company's consummation of a Business Combination and its liquidation. Upon consummation of a Business Combination, any remaining monthly payments shall be accelerated and due.

For the year ended December 31, 2022 and period from February 10, 2021 (inception) through December 31, 2021, the Company incurred and paid approximately \$ 413, 000 and \$ 0 of administrative support expense, respectively. There were no outstanding balances expenses related to this agreement as of December 31, 2022 and 2021. The Sponsor, executive officers and directors, or any of their respective affiliates, will be reimbursed for any out- of- pocket expenses incurred in connection with activities on the Company' s behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. The Company' s audit committee will review on a quarterly basis all payments that were made by the Company to the Sponsor, officers, directors or their affiliates. For the year ended December 31, 2022 and 2021, the Company incurred approximately \$ 233, 000 and \$ 0, respectively in such costs and there was no outstanding amount as of December 31, 2022 and 2021, respectively, payable to the executive officers and related parties, as reflected in the accompanying balance sheets. F- 15 13NOTE-- NOTE 6. COMMITMENTS AND CONTINGENCIES Registration and Shareholder Rights The holders of the Founder Shares, Private Placement Units, private placement shares and underlying the Private Placement Units, private placement warrants and underlying the Private Placement Units, the Class A ordinary shares underlying such private placement warrants, and Private Placement Units units that may be issued upon conversion of the Working Capital Loans will have registration rights to which will require the Company to register a sale of any of the aforementioned securities of the Company' s securities held by them pursuant to a registration rights agreement signed upon the effective date of the Initial Public Offering. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, the holders have certain " piggyback piggy-back " registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. Notwithstanding the foregoing, Cantor may not exercise its demand and " piggyback " registration rights after five (5) and seven (7) years, respectively, after the effective date of the registration statement and may not exercise its demand rights on more than one occasion. The Company will bear the expenses incurred in connection with the filing of any such registration statements. Underwriting Agreement The Company granted the underwriter a 45- day option from the date of the Initial Public Offering to purchase up to an additional 3, 915, 000 Units to cover over- allotments, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On January 14, 2022, the underwriter partially exercised the over- allotment option to purchase additional 3, 900, 000 Units. On February 25, 2022, the remaining over- allotment option expired unexercised. The underwriter was entitled to a cash underwriting discount of approximately \$ 5. 2 million in the aggregate paid upon the closing of the Initial Public Offering. An additional fee of approximately \$ 14. 3 million in the aggregate will be payable to the underwriter for deferred underwriting commission. The deferred fee will become payable to the underwriter from the amounts held in the Trust Account solely in the event that the Company completes an initial Business Combination, subject to the terms of the underwriting agreement for the Initial Public Offering. NOTE 7. SHAREHOLDER-CLASS A ORDINARY SHARES SUBJECT TO POSSIBLE REDEMPTION The Company' s Class A ordinary shares contain certain redemption rights that are considered to be outside of the Company' s control and subject to the occurrence of future events. The Company is authorized to issue 500, 000, 000 Class A ordinary shares with a par value of \$ 0. 0001 per share. Holders of Company' s Class A ordinary shares are entitled to one vote for each share. As of December 31, 2022 and 2021, there were 31, 153, 000 shares of Class A ordinary shares outstanding, of which 30, 000, 000 shares were subject to possible redemption and are classified outside of permanent equity in the consolidated balance sheets. On December 28, 2022, a total of 186 shareholders elected to redeem an aggregate of 25, 943, 810 Class A ordinary shares, representing approximately 83. 28 % of the issued and outstanding Class A ordinary shares. The settlement of these shares took place on January 4, 2023. Upon which, there were 4, 056, 190 Class A ordinary shares subject to possible redemption outstanding. The Class A ordinary shares subject to possible redemption reflected on the accompanying consolidated balance sheets are reconciled in the following table: Gross proceeds \$ 300, 000, 000 Less: Proceeds allocated to Public Warrants (12, 300, 000) Class A ordinary shares issuance costs (19, 410, 782) Plus: Accretion of carrying value to redemption value 36, 210, 782 Increase in redemption value of Class A ordinary shares subject to possible redemption 4, 061, 515 Class A ordinary shares subject to possible redemption as of December 31, 2022 \$ 308, 561, 515 F- 16 NOTE 8. SHAREHOLDERS' DEFICIT Preference Shares — The Company is authorized to issue a total of 1, 000, 000 preference shares at par value of \$ 0. 0001 each. As of December 31, 2022 and 2021, there were no preference shares issued or outstanding. Class A Ordinary Shares — The Company is authorized to issue a total of 500, 000, 000 Class A ordinary shares at par value of \$ 0. 0001 each. As of December 31, 2022, there were 30, 000, 000 Class A redeemable ordinary shares issued and outstanding, which were subject to possible redemption and were classified outside of permanent equity on the consolidated balance sheets and 1, 153, 000 non- redeemable Class A ordinary shares issued and outstanding. On December 28, 2022, a total of 186 shareholders elected to redeem an aggregate of 25, 943, 810 Class A ordinary shares, representing approximately 83. 28 % of the issued and outstanding Class A ordinary shares. The settlement of these shares took place on January 4, 2023. Upon which, there were 4, 056, 190 Class A ordinary shares subject to possible redemption outstanding. As of December 31, 2021, there were no Class A ordinary shares issued or outstanding. Class B Ordinary Shares — The Company is authorized to issue a total of 50, 000, 000 Class B ordinary shares at par value of \$ 0. 0001 each. As of December 31, 2022 and 2021, there were 10, 000, 000 and 10, 005, 000 Class B ordinary shares issued and outstanding, respectively (see Note 5). The Founder Shares will automatically convert into Class A ordinary shares concurrently with or immediately following the consummation of the initial Business Combination on a one- for- one basis, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as provided herein. In the case that additional Class A ordinary shares or equity- linked securities are issued or deemed issued in connection with the initial Business Combination, the number of Class A ordinary shares issuable upon conversion of all founder Founder shares Shares will equal, in the aggregate, on an as- converted basis, 25 % of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to

any redemptions of Class A ordinary shares by Public Shareholders and not including the Class A ordinary shares underlying the Private Placement Units), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity- linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding any Class A ordinary shares or equity- linked securities or rights exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Units issued to the Sponsor, officers or directors upon conversion of Working Capital Loans, provided that such conversion of founder Founder shares Shares will never occur on a less than one- for- one basis. F-14NOTE-- NOTE 8-9. WARRANTS As of December 31, 2021-2022, there were no warrants outstanding. In connection with the Initial Public Offering, the Company has had 15, 000, 000 Public Warrants and 576, 500 Private Placement Warrants outstanding . There were no warrants issued and outstanding as of December 31, 2021. Public Warrants may only be exercised for a whole number of shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. The Public Warrants will become exercisable 30 days after the completion of a Business Combination; provided that the Company has an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the Public Warrants and a current prospectus relating to them is available and such shares are registered, qualified or exempt from registration under the securities laws of the state of residence of the holder (or the Company permit holders to exercise their warrants on a cashless basis under certain circumstances). The Company agreed that as soon as practicable, but in no event later than 15 business days after the closing of the initial Business Combination, the Company will use best efforts to file with the SEC a post- effective amendment to the registration statement used in connection with the Initial Public Offering or a new registration statement covering the Class A ordinary shares issuable upon exercise of the warrants and to maintain a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a “ cashless basis ” in accordance with Section 3 (a) (9) of the Securities Act or another exemption. Notwithstanding the above, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a “ covered security ” under Section 18 (b) (1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise their warrants to do so on a “ cashless basis ” and, in the event the Company so elects, the Company will not be required to file or maintain in effect a registration statement, and in the event the Company does not so elect, it will use commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. F-17 The warrants have an exercise price of \$ 11. 50 per share, subject to adjustments, and will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation. In addition, if (x) the Company issues additional Class A ordinary shares or equity- linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than \$ 9. 20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the initial shareholders or their affiliates, without taking into account any Founder Shares held by the initial shareholders or such affiliates, as applicable, prior to such issuance) (the “ Newly Issued Price ”), (y) the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of the Class A ordinary shares during the 10 trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the “ Market Value ”) is below \$ 9. 20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the \$ 18. 00 per share redemption trigger prices described under “ Redemption of warrants for cash ” will be adjusted (to the nearest cent) to be equal to 180 % of the higher of the Market Value and the Newly Issued Price. The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except that the Private Placement Warrants and the Class A ordinary shares issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions. Additionally, the Private Placement Warrants will be non- redeemable so long as they are held by the initial purchasers or such purchasers’ permitted transferees. If the Private Placement Warrants are held by someone other than the Initial Shareholders or their permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants. F-15Redemption-- Redemption of warrants for cash: Once the warrants become exercisable, the Company may redeem the outstanding warrants (except as described herein with respect to the Private Placement Warrants): ● in whole and not in part; ● at a price of \$ 0. 01 per warrant; ● upon a minimum of 30 days’ prior written notice of redemption to each warrant holder; and ● if, and only if, the last reported sale price (the “ closing price ”) of Class A ordinary shares equals or exceeds \$ 18. 00 per share (as adjusted) for any 20 trading days within a 30- trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders. The Company will not redeem the warrants as described above unless a registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the warrants is then effective and a current prospectus relating to those Class A ordinary shares is available throughout the 30- day redemption period. In no event will the Company be required to net cash settle any warrant. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company’ s assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless. NOTE 9-10.

SUBSEQUENT EVENTS The Company evaluated subsequent events and transactions that occurred up to the date **consolidated** financial statements were available to be issued. Based upon this review, **except as noted in Note 1**, the Company determined that there have been no events that have occurred that would require adjustments to the disclosures in the **consolidated** financial statements.

F-180.02.01.02false FY2022-01-01 2022-12-31 2022-06-30 us-gaap: CommonClassAMember2023-04-10 us-gaap: CommonClassBMember2023-04-10 2022-12-31 2021-12-31 us-gaap: CommonClassAMember2022-12-31 us-gaap: CommonClassAMember2021-12-31 us-gaap: CommonClassBMember2022-12-31 us-gaap: CommonClassBMember2021-12-31 2021-02-10 2021-12-31 us-gaap: CommonClassAMember2022-01-01 2022-12-31 us-gaap: CommonClassAMember2021-02-10 2021-12-31 us-gaap: CommonClassBMember2022-01-01 2022-12-31 us-gaap: CommonClassBMember2021-02-10 2021-12-31 v: NonredeemableClassAMember us-gaap: CommonStockMember2021-02-09 us-gaap: CommonClassBMember us-gaap: CommonStockMember2021-02-09 us-gaap: AdditionalPaidInCapitalMember2021-02-09 v: NonredeemableClassAMember us-gaap: CommonStockMember2021-02-10 2021-12-31 us-gaap: CommonClassBMember us-gaap: CommonStockMember2021-02-10 2021-12-31 us-gaap: RetainedEarningsMember2021-02-10 2021-12-31 v: NonredeemableClassAMember us-gaap: CommonStockMember2021-12-31 us-gaap: CommonClassBMember us-gaap: CommonStockMember2021-12-31 us-gaap: AdditionalPaidInCapitalMember2021-12-31 us-gaap: RetainedEarningsMember2021-12-31 v: NonredeemableClassAMember us-gaap: CommonStockMember2022-01-01 2022-12-31 us-gaap: CommonClassBMember us-gaap: CommonStockMember2022-01-01 2022-12-31 us-gaap: AdditionalPaidInCapitalMember2022-01-01 2022-12-31 us-gaap: RetainedEarningsMember2022-01-01 2022-12-31 v: NonredeemableClassAMember us-gaap: CommonStockMember2022-12-31 us-gaap: CommonClassBMember us-gaap: CommonStockMember2022-12-31 us-gaap: AdditionalPaidInCapitalMember2022-12-31 us-gaap: RetainedEarningsMember2022-12-31 2021-02-09 us-gaap: IPOMember2022-01-01 2022-01-14 us-gaap: OverAllotmentOptionMember2022-01-01 2022-01-14 us-gaap: IPOMember2022-01-14 us-gaap: CommonClassAMember2022-01-14 us-gaap: PrivatePlacementMember2022-12-31 us-gaap: PrivatePlacementMember2022-01-01 2022-12-31 us-gaap: IPOMember2022-01-01 2022-12-31 us-gaap: IPOMember2022-12-31 2022-12-28 us-gaap: CommonClassAMember2022-12-28 us-gaap: CommonClassBMember2022-12-28 us-gaap: CommonClassAMember2022-11-21 us-gaap: CommonClassAMember2022-11-01 2022-11-21 2021-02-01 2021-02-28 2021-02-28 us-gaap: CommonClassBMember2021-02-01 2021-02-28 us-gaap: CommonClassBMember2021-02-28 us-gaap: CommonClassBMember2021-12-01 2021-12-01 us-gaap: CommonClassBMember2022-01-11 v: FounderMember2022-12-31 2022-01-01 2022-01-14 2022-12-01 2022-12-31 2021-02-01 2021-02-18 2022-01-14 2022-11-14 2022-01-02 2022-01-11 srt: MaximumMember2021-02-10 2021-12-31 srt: MinimumMember2021-02-10 2021-12-31 us-gaap: CommonClassAMember2022-12-28 2022-12-28 us-gaap: CommonClassAMember us-gaap: SubsequentEventMember2023-01-04 v: RedeemableCommonStockMember2022-12-31 v: NonredeemableCommonStockMember2022-12-31 v: PublicWarrantsMember2022-12-31 v: PrivateWarrantsMember2022-12-31 iso4217: USD xbrli: shares iso4217: USD xbrli: shares xbrli: pure exhibit 4.5

DESCRIPTION OF SECURITIES As of December 31, 2022, 10X Capital Venture Acquisition Corp. III (“we,” “our,” “us” or other— the than “Company”) had the following three classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as disclosed in amended (these— the “Exchange Act”): (i) financial statements and below. On January 14, 2022, we consummated our initial public offering of 30,000,000 Units— units, including the issuance of 3,900,000 Units as a result of the underwriters’ partial exercise of their over-allotment option. Each each Unit consists consisting of one Class A ordinary share and one-half of the Company one redeemable warrant (“Units”), (ii) **Class A ordinary shares**, par value \$ 0.0001 per share (“Class A ordinary shares”), and (iii) **redeemable** one-half of one Warrant warrants of the Company, with each whole Warrant warrant exercisable for entitling the holder thereof to purchase one Class A ordinary share for **at an exercise price of** \$ 11.50 (“Public Warrants”) per share, subject to adjustment. The Units were sold at a price of \$ 10.00 per Unit, generating gross proceeds to the Company of \$ 300,000,000. In **addition** February 2022, the Russian Federation and Belarus commenced a military action with the country of Ukraine. As a result of this **Description** action, various nations, including the United States, have instituted economic sanctions against the Russian Federation and Belarus. Further, the impact of **Securities also references** this action and related sanctions on the world economy are not determinable as of the date of these financial statements and the specific impact on the Company’s **financial condition, results of operations,..... meeting of shareholders. Only holders of Class B ordinary shares, par value \$ 0** will have the right to vote on the election of directors prior to or in connection with the completion of our initial business combination. **0001 per** Holders of our public shares— **share** (will not be entitled to vote on the “ election of directors during such time. These provisions of our amended and restated memorandum and articles of association relating to the rights of holders of Class B ordinary shares ” to elect directors may be amended by a special resolution passed by a majority of at least 90 % of our— or ordinary “ **Founder shares Shares** ”), which voting in a general meeting. Our officers are **not registered** appointed by the board of directors and serve at the discretion of the board of directors, rather than for specific terms of office. Our board of directors is authorized to appoint officers as it deems appropriate pursuant to our amended and restated memorandum and articles,..... in rules and a **limited exception** --- **Section 12**, the rules of NYSE and Rule 10A-3 of the Exchange Act **but** require that the audit committee of a listed company be comprised solely of independent directors. Subject to phase— in rules and a limited exception, the rules of NYSE require that the compensation committee of a listed company be comprised solely of independent directors. Audit Committee We have established an audit committee of the board of directors. Messrs. Silver, Jurasek and Levin serve as members of our audit committee. Under the NYSE listing standards and applicable SEC rules, we are **convertible** required to

have three members of the..... by the SEC prior to us entering into such transaction; and • reviewing with management, the independent auditors, and our legal advisors, as appropriate, any legal, regulatory or compliance matters, including any correspondence with regulators or government agencies and any employee complaints or published reports that raise material issues regarding our financial statements or accounting policies and any significant changes in accounting standards or rules promulgated by the Financial Accounting Standards Board, the SEC or other regulatory authorities.

64 Compensation Committee

We established a compensation committee of our board of directors. The members of our compensation committee are Messrs. Silver, Jurasek and Levin, and Mr. Levin serves as chairman of the compensation committee. We adopted a compensation committee charter, which details the principal functions of the compensation committee, including: • reviewing and approving on an annual basis the corporate goals and objectives relevant to our Chief Executive Officer's compensation evaluating our Chief Executive Officer's performance in light of such goals and objectives and determining and approving the remuneration (if any) of our Chief Executive Officer based on such evaluation; • reviewing and making recommendations to our board of directors with respect to the compensation, and any incentive compensation and equity-based plans that are subject to board approval of all of our other officers; • reviewing our executive compensation policies and plans; • implementing and administering our incentive compensation equity-based remuneration plans; • assisting management in complying with our proxy statement and annual report disclosure requirements; • approving all special perquisites, special cash payments and other special compensation and benefit arrangements for our executive officers and employees; • producing a report on executive compensation to be included in our annual proxy statement; and • reviewing, evaluating and recommending changes, if appropriate, to the remuneration for directors. The charter also provides that the compensation committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other adviser and will be directly responsible for the appointment, compensation and oversight of the work of any such adviser. However, before engaging or receiving advice from a compensation consultant, external legal counsel or any other adviser, the compensation committee will consider the independence of each such adviser, including the factors required by NYSE and the SEC.

Nominating and Corporate Governance Committee

We have established a nominating and corporate governance committee of the board of directors. The members of our nominating and corporate governance are Mr. Silver, Mr. Jurasek and Mr. Levin and Mr. Levin serves as chair of the nominating and corporate governance committee. We have adopted a nominating and corporate governance committee charter, which details the purpose and responsibilities of the nominating and corporate governance committee, including: • identifying, screening and reviewing individuals qualified to serve as directors, consistent with criteria approved by the board, and recommending to the board of directors candidates for nomination for election at the annual meeting of shareholders or to fill vacancies on the board of directors; • developing and recommending to the board of directors and overseeing implementation of our corporate governance guidelines; • coordinating and overseeing the annual self-evaluation of the board of directors, its committees, individual directors and management in the governance of the company; and

65 • reviewing on a regular basis our overall corporate governance and recommending improvements as and when necessary. The charter also provides that the nominating and corporate governance committee may, in its sole discretion, retain or obtain the advice of, and terminate, any search firm to be used to identify director candidates, and will be directly responsible for approving the search firm's fees and other retention terms. We have not formally established any specific, minimum qualifications that must be met or skills that are necessary for directors to possess. In general, in identifying and evaluating nominees for director, our board of directors considers educational background, diversity of professional experience, knowledge of our business, integrity, professional reputation, independence, wisdom, and the ability to represent the best interests of our shareholders. Prior to our initial business combination, holders of our public shares will not have the right to recommend director candidates for nomination to our board of directors.

Compensation Committee Interlocks and Insider Participation

None of our executive officers currently serves, and in the past year has not served, as a member of the compensation committee of any entity that has one or more executive officers serving on our board of directors.

Code of Ethics

We have adopted a code of ethics applicable to our directors, officers and employees ("Code of Ethics"). A copy of the Code of Ethics will be provided without charge upon request from us. We intend to disclose any amendments to or waivers of certain provisions of our Code of Ethics in a Current Report on Form 8-K.

Section 16 (a) Beneficial Ownership Reporting Compliance

Section 16 (a) of the Exchange Act requires our officers, directors and persons who own more than ten percent of a registered class of our equity securities to file reports of ownership and changes in ownership with the SEC. Officers, directors and ten percent shareholders are required by regulation to furnish us with copies of all Section 16 (a) forms they file. Based solely on review of the copies of such forms furnished to us, or written representations that no Forms 5 were required, we believe that, during the fiscal year ended December 31, 2021, all Section 16 (a) filing requirements applicable to our officers and directors were complied with.

ITEM 11. EXECUTIVE COMPENSATION. None of our executive officers or directors have received any cash compensation for services rendered to us. Commencing on the date that our securities were first listed on NYSE through the earlier of consummation of our initial business combination and our liquidation, we will pay our Sponsor \$ 37, 500 per month for office space, secretarial and administrative services provided to members of our management team. In addition, our Sponsor, executive officers and directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on our behalf such as identifying potential target businesses and performing due diligence on suitable business combinations. Our audit committee will review on a quarterly basis all payments that were made to our Sponsor, executive officers or directors, or our or their affiliates. Any such payments prior to an initial business combination will be made from funds held outside the trust account. Other than quarterly audit committee review of such reimbursements, we do not expect to have any additional controls in place governing our reimbursement payments to our directors and executive officers for their out-of-pocket expenses incurred in connection with our activities on our behalf in connection with identifying and consummating an initial business combination. Other than these payments and reimbursements, no compensation of any kind, including finder's and consulting fees, will be paid by the company to our Sponsor, executive officers and directors, or any of

their respective affiliates, prior to completion of our initial business combination. 66After the completion of our initial business combination, directors or members of our management team who remain with us may be paid consulting or management fees from the combined company. All of these fees will be fully disclosed to shareholders, to the extent then known, in the proxy solicitation materials or tender offer materials furnished to our shareholders in connection with a proposed business combination. We have not established any limit on the amount of such fees that may be paid by the combined company to our directors or members of management. It is unlikely the amount of such compensation will be known at the time of the proposed business combination, because the directors of the post-combination business will be responsible for determining executive officer and director compensation. Any compensation to be paid to our executive officers will be determined, or recommended to the board of directors for determination, either by a compensation committee constituted solely by independent directors or by a majority of the independent directors on our board of directors. We do not intend to take any action to ensure that members of our management team maintain their positions with us after the consummation of our initial business combination, although it is possible that some or all of our executive officers and directors may negotiate employment or consulting arrangements to remain with us after our initial business combination. The existence or terms of any such employment or consulting arrangements to retain their positions with us may influence our management's motivation in identifying or selecting a target business but we do not believe that the ability of our management to remain with us after the consummation of our initial business combination will be a determining factor in our decision to proceed with any potential business combination. We are not party to any agreements with our executive officers and directors that provide for benefits upon termination of employment. ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS. We have no compensation plans under which equity securities are authorized for issuance. The following table sets forth information regarding the beneficial ownership of our ordinary shares as of March 31, 2022, by: • each person known by us to be a beneficial owner of more than 5% of our outstanding ordinary shares of, on an as-converted basis; • each of our officers and directors; and • all of our officers and directors as a group. The following table is based on 41,153,000 ordinary shares of outstanding at March 31, 2022, of which 31,153,000 were Class A ordinary shares. The description of the and 10,000,000 were Class B ordinary shares. Unless otherwise indicated, it is believed that all persons named in the description of the Class A table below have sole voting and investment power with respect to all ordinary shares. Unless beneficially owned by them - the context otherwise requires, references to our " Sponsor " are to . Name and Address of Beneficial Owner (1) Number of Ordinary Shares Beneficially Owned (2) Percentage of Outstanding Ordinary Shares Directors and Executive Officers-10X Capital SPAC Sponsor III LLC (and references to our " Initial Shareholders " are to Sponsor) (3) 10,881,000 26.4% Hans Thomas 10,881,000 26.4% David Weisburd 10,881,000 26.4% Guhan Kandasamy — Oliver Wriedt — Christopher Jurasek — Boris Silver — Woodrow H. Levin — All officers and directors as a group (7 individuals) 10,881,000 26.4% Five Percent Holders holders (1) Unless otherwise noted, the business address of each of the following is 1 World Trade Center, 85th Floor, New York, New York 10007. (2) Interests shown consist solely of founder shares, classified as Class B ordinary shares. Such shares will automatically convert into Class A ordinary shares concurrently with or immediately following the consummation of our initial business combination on a one-..... RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE. Founder Shares On February 18, 2021, the Company's Sponsor paid \$ 25,000, or approximately \$ 0.002 per share, to cover certain of the offering and formation costs in exchange for an aggregate of 11,672,500 Class B ordinary shares, par value \$ 0.0001 per share, 1,305,000 of which were subject to forfeiture depending on the extent to which the underwriters' over-allotment option was exercised. On March 11, 2022, 5,000 founder shares were forfeited by the Sponsor. Prior thereto, the company had no assets, tangible or intangible. Any conversion of Class B ordinary shares described herein will take effect as a redemption of Class B ordinary shares and an issuance of Class A ordinary shares as a matter of Cayman Islands law. The founder shares are identical to the Class A ordinary shares included in the units sold in the IPO, except that: • only holders of Class B ordinary shares will have the right to elect directors in any election held prior to or in connection with the completion of..... and of services rendered in connection with our initial public offering (, totaled \$ 113,300. Audit-Related Fees. Audit-related fees consist of fees for assurance and related services that are reasonably related to performance of the audit or review of our year-end financial statements and are not reported under " Audit Fees. " These services include..... was formed upon the consummation of our Public Offering "). We As a result, the audit committee..... services described in the Exchange Act which are approved by the audit committee prior to..... Capital Venture Acquisition Corp. III is a Cayman Islands exempted company and our affairs are governed by our second amended and restated memorandum and articles of association (our " Charter "), the Companies Act (as amended) of the Cayman Islands (the " Companies Act ") and the common law of the Cayman Islands. Pursuant to our Charter amended and restated memorandum and articles of association which was adopted on January 11, 2022, we were authorized to issue 550,000,000 ordinary shares, par value \$ 0.0001 per share par value each, including 500,000,000 Class A ordinary shares and, 50,000,000 Class B ordinary shares and, as well as 1,000,000 preference shares, par value \$ 0.0001 per share par value each. The following description summarizes certain terms of our share capital stock as set out more particularly in our Charter amended and restated memorandum and articles of association. Because it the below is only a summary, it may not contain all the information that is important to you. Units Public Units Each unit Unit has an offering price of \$ 10.00 and consists of one Class A ordinary share and one-half of one redeemable Public warrant Warrant. Each whole Public warrant Warrant entitles the holder thereof to purchase one Class A ordinary share at a price of \$ 11.50 per share, subject to adjustment as described below. Pursuant to the warrant agreement that governs the Public Warrants (the " warrant agreement "), a warrant holder may exercise its Public warrants Warrants only for a whole number of the Company's Class A ordinary shares. This means only a whole Public warrant Warrant may be exercised at any given time by a warrant holder. For example, if a warrant holder holds one-half of one Public warrant Warrant to purchase a Class A ordinary share, such Public warrant Warrant will not be exercisable. If a warrant holder holds two-halves of one Public warrant Warrant, such whole Public warrant Warrant will be

exercisable for one Class A ordinary share at a price of \$ 11.50 per share. The Class A ordinary shares and **Public warrants Warrants** commenced separate trading on March 4, 2022, and holders have the option to continue to hold **units Units** or separate their **units Units** into the component securities. Holders will need to have their brokers contact our transfer agent in order to separate the **units Units** into Class A ordinary shares and **Public warrants Warrants**. **Additionally, the Units will automatically separate into their component parts and will not be traded after completion of our initial business combination**. No fractional **Public warrants Warrants** will be issued upon separation of the **units Units** and only whole **Public warrants Warrants** will trade. Accordingly, unless you purchase at least **three two units Units**, you will not be able to receive or trade a whole **Public warrant Warrant**. **Simultaneously with the closing of the Public Offering, we completed the private sale of an aggregate of 1,153,000 Units (the "Private Placement Units") to the Sponsor and Cantor Fitzgerald & Co. ("Cantor") at a purchase price of \$ 10.00 per Private Placement Unit, generating gross proceeds to us of \$ 11,530,000 (the "Private Placement"). In the Private Placement, the Sponsor purchased 881,000 Private Placement Units and Cantor purchased 272,000 Private Placement Units. The private Private placement Placement units Units (and the securities underlying the Private Placement Units) are not registered under the Securities Act of 1933, as amended (the "Securities Act"). The Private Placement Units (including the private placement warrants or private placement shares issuable upon exercise of such warrants) **is will not be** transferable, assignable or salable until 30 days after the completion of our initial business combination. Otherwise, the private Private placement Placement units Units are identical to the **units Units** sold in the initial public **Public offering Offering**, ("IPO") except that the **Private Placement Units (including the underlying securities) will be entitled to registration rights and, if held by the original holder or their permitted assigns, the underlying** private placement warrants is entitled to registration rights. Cantor Fitzgerald & Co. ("Cantor") **may be** has the right to exercise **exercised** private placement warrants until **on a cashless basis**, and shall forfeit **(ii) are not subject** to us for cancellation any **redemption and (iii) with respect to such** private placement warrants held by it on the date **Cantor, will not be exercisable more than is five years after from the commencement** effective date of **sales in our Public Offering** the registration statement on Form S-1 (File No. 333-253868) for the IPO, initially filed with the U.S. Securities and Exchange Commission (the "Commission") on March 4, 2021, as amended (the "Registration Statement"), in accordance with **the Financial Industry Regulatory Authority ("FINRA") Rule 5110 (g) (8) (A)**. The private Private placement Placement units Units held by Cantor or its affiliates will be subject to compliance with the lock-up and resale registration requirements imposed by FINRA Rule 5110 (e) and (g) (8). In order to finance transaction costs in connection with **our an intended** initial business combination, our sponsor, 10X Capital SPAC Sponsor H LLC ("Sponsor"), or an affiliate of our Sponsor or certain of our officers and directors may, but are not obligated to, loan us funds as may be required (**"working capital loans"**). Up to \$ 1,500,000 of **such the** working capital loans may be convertible into **private placement equivalent units of the post-business combination entity** at a price of \$ 10.00 per unit at the option of the lender. **Such The** units would be identical to the private **Private placement Placement units Units**, including as to exercise price, exercisability and exercise period of the underlying warrants. The terms of such working capital loans by our Sponsor or its affiliates, or our officers and directors, if any, have not been determined and no written agreements exist with respect to such loans. **Additionally As of December 31, 2022, no such working capital loans were outstanding. We** have not already been separated will automatically separate into their component parts until **October 14, 2023, or such later time as our shareholders may approve** in connection **accordance with the completion of our Charter, to consummate an** initial business combination (the **"Combination Period"**). If we do not consummate **and an** initial business combination within the Combination Period, the proceeds from the sale of the Private Placement Units held in the trust account established at the consummation of our Public Offering (the **"Trust Account"**) will no longer be **used** listed thereafter. Ordinary Shares Prior to **fund** the date of the prospectus, there **the redemption** were 10,005,000 Class B ordinary shares outstanding, all of which were held of record by our initial shareholders, so that our initial shareholders own 25% of our issued and outstanding shares after the IPO. 5,000 founder shares were forfeited by our initial shareholders due to the partial exercise of the underwriters' over-allotment option. Upon the closing of the IPO, 35,894,500 of our ordinary shares were outstanding including: • 26,100,000 Class A ordinary shares **(subject to the requirements of applicable law) and the Private Placement Units (and the underlying securities) will expire worthless.** units issued as part of the IPO; • 1,094,500 Class A ordinary **shareholders** shares underlying the private placement units; and • 8,700,000 Class B ordinary shares held by our initial shareholders. Ordinary shareholders of record are entitled to one vote for each share held on all matters to be voted on by shareholders. Holders of Class A ordinary shares and holders of Class B ordinary shares will vote together as a single class on all matters submitted to a vote of our shareholders, except as required by law. Unless specified in our **Charter amended and restated memorandum and articles of association**, or as required by applicable provisions of the Companies Act or applicable stock exchange rules, the affirmative vote of a majority of our ordinary shares that are voted is required to approve any such matter voted on by our shareholders. Approval of certain actions requires a special resolution under Cayman Islands law, being the affirmative vote of at least two-thirds of the ordinary shares that are voted, and pursuant to our **Charter amended and restated memorandum and articles of association**; such actions include amending our **Charter amended and restated memorandum and articles of association** and approving a statutory merger or consolidation with another company. Our board of directors (**the "Board"**) is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being appointed in each year. There is no cumulative voting with respect to the appointment of directors, with the result that the holders of more than 50% of the shares voted for the appointment of directors can elect all of the directors. However, only holders of Class B ordinary shares have the right to appoint directors in any election held prior to or in connection with the completion of our initial business combination, meaning that holders of Class A ordinary shares do not have the right to appoint any directors until after the completion of our initial business combination. In addition, **only in a vote to continue the Company in a jurisdiction outside the Cayman Islands (which requires the approval of at least two thirds of the votes of all ordinary shares),** holders of our Class B ordinary**

shares will have the right to ten votes for every one Class B ordinary share and holders of our Class A ordinary shares will have one vote for every one Class A ordinary share continuing the company in a jurisdiction outside the Cayman Islands, including any special resolution required to amend the constitutional documents of the Company or to adopt new constitutional documents of the Company, in each case, as a result of the Company approving a transfer by way of continuation in a jurisdiction outside the Cayman Islands. The provisions of our Charter amended and restated memorandum and articles of association governing the appointment or removal of directors prior to our initial business combination and may only be amended by a special resolution passed by a majority of at least 90 % of our ordinary shares voting in a general meeting. The provisions of our Charter governing our continuation in a jurisdiction outside the Cayman Islands prior to our initial business combination may only be amended by a special resolution passed by not less than two-thirds of our ordinary shares who attend and vote at our general meeting, which shall include the affirmative vote of a simple majority of our Class B ordinary shares. Our shareholders are entitled to receive ratable dividends when, as and if declared by the board of directors out of funds legally available therefor. Because our Charter amended and restated memorandum and articles of association authorizes the issuance of up to 500,000,000 Class A ordinary shares, if we were to enter into a business combination, we may (depending on the terms of such a business combination) be required to increase the number of Class A ordinary shares which we are authorized to issue at the same time as our shareholders vote on the business combination to the extent we seek shareholder approval in connection with our initial business combination. Our board of directors is divided into three classes with only one class of directors being elected in each year and each class (except for those directors appointed prior to our first annual general meeting) serving a three-year term. In accordance with the New York Stock Exchange ("NYSE") corporate governance requirements, we are not required to hold an annual general meeting until no later than one year after our first fiscal year end following our listing on NYSE. There is no requirement under the Companies Act for us to hold annual or extraordinary general meetings or elect directors. We may not hold an annual general meeting to elect new directors prior to the consummation of our initial business combination. We will provide our public shareholders with the opportunity to redeem all or a portion of their Class A ordinary shares sold in our Public Offering ("public shares") upon the completion of our initial business combination at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust Trust account Account calculated as of two business days prior to the consummation of our initial business combination, including interest earned on the funds held in the trust Trust account Account (which interest shall be net of taxes payable), divided by the number of then outstanding public shares, subject to the limitations described herein. The amount in the trust account is initially anticipated to be \$10.00 per public share. The per share amount we will distribute to investors who properly redeem their shares will not be reduced by the deferred underwriting commissions we will pay to the underwriters. Our initial Initial shareholders Shareholders, Sponsor, officers and directors have entered into a letter agreement with us, pursuant to which they have agreed to waive their redemption rights with respect to any founder Founder shares Shares and public shares they hold in connection with the completion of our initial business combination. Unlike many special purpose acquisition companies that hold shareholder votes and conduct proxy solicitations in conjunction with their initial business combinations and provide for related redemptions of public shares for cash upon completion of such initial business combinations even when a vote is not required by applicable law or stock exchange listing requirements, if a shareholder vote is not required by applicable law or stock exchange listing requirements and we do not decide to hold a shareholder vote for business or other legal reasons, we will, pursuant to our Charter amended and restated memorandum and articles of association, conduct the redemptions pursuant to the tender offer rules of the Securities and Exchange Commission (the "SEC"), and file tender offer documents with the SEC prior to completing our initial business combination. Our Charter amended and restated memorandum and articles of association require requires these tender offer documents to contain substantially the same financial and other information about our initial business combination and the redemption rights as is required under the SEC's proxy rules. If, however, a shareholder approval of the transaction is required by applicable law or stock exchange listing requirements, or we decide to obtain shareholder approval for business or other legal reasons, we will, like many special purpose acquisition companies, offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. If we seek shareholder approval, we will complete our initial business combination only if we receive the approval of an ordinary resolution under Cayman Islands law, which requires the affirmative vote of a majority of the shareholders who attend and vote at a general meeting of the company Company. However, the participation of our Sponsor, officers, directors, advisors or any of their respective affiliates in privately-negotiated transactions, if any, could result in the approval of our initial business combination even if a majority of our public shareholders vote, or indicate their intention to vote, against such initial business combination. For purposes of seeking approval of an ordinary resolution, non-votes have no effect on the approval of our initial business combination once a quorum is obtained. Our Charter amended and restated memorandum and articles of association require requires that at least five days' clear notice will be given of any general meeting. These quorum and voting thresholds, and the voting agreements of our Initial Shareholders, may make it more likely that we will consummate our initial business combination. If we seek shareholder approval of our initial business combination and we do not conduct redemptions in connection with our initial business combination pursuant to the tender offer rules, our Charter memorandum and articles of association provide provides that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from redeeming its shares with respect to more than an aggregate of 15 % of the Class A ordinary shares sold in our Public Offering, which we refer to as the "Excess Shares," without our prior consent. However, we would not be restricting our shareholders' ability to vote all of their shares (including Excess Shares) for or against our initial business combination. Our shareholders' inability to redeem the Excess Shares will reduce their influence over our ability to complete our initial business combination, and such shareholders could suffer a material loss in their investment if they sell such Excess Shares on the open market. Additionally, such shareholders will not receive redemption

distributions with respect to the Excess Shares if we complete our initial business combination. ~~As~~ And, as a result, such shareholders will continue to hold that number of shares exceeding 15 % and, in order to dispose such shares would be required to sell their shares in open market transactions, potentially at a loss. If we seek shareholder approval in connection with our initial business combination, our ~~initial Initial~~ ~~shareholders Shareholders~~, Sponsor, officers and directors have agreed to vote any ~~founder Founder~~ ~~shares Shares~~ and any public shares purchased after the ~~they~~ IPO ~~hold~~ in favor of our initial business combination. As a result, in addition to our ~~initial Initial~~ ~~shareholders Shareholders~~' ~~founder Founder~~ ~~shares Shares~~ and private placement shares ~~underlying the Private Placement Units~~, we would ~~not~~ need any 8,424,751, or 32.28 % of the ~~outstanding~~ 26,100,000 public shares sold in the IPO to be voted in favor of an initial business combination in order to have our initial business combination approved (assuming all outstanding shares are voted ~~and the over-allotment option is not exercised~~). Assuming that only one-third of our issued and outstanding ordinary shares, representing a quorum under our ~~Charter amended and restated memorandum and articles of association~~, are voted, we will not need any public shares in addition to our ~~founder Founder~~ ~~shares Shares~~ to be voted in favor of an initial business combination in order to have an initial business combination approved. Additionally, each public shareholder may elect to redeem their public shares irrespective of whether they vote for or against the proposed transaction or whether they were a public shareholder on the record date for the general meeting held to approve the proposed transaction. Pursuant to our ~~Charter amended and restated memorandum and articles of association~~, if we are unable to complete our initial business combination ~~within the Combination Period~~ by January 14, 2023, we will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no 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 Trust~~ ~~account Account~~, including interest earned on the funds held in the ~~trust Trust~~ ~~account Account~~ (which interest shall be net of taxes payable and up to \$ 100,000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish public shareholders' rights as shareholders (including the right to receive further ~~liquidation- liquidating~~ distributions, if any), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining shareholders and our ~~board Board~~ ~~of directors~~, liquidate and dissolve, subject in each case to our obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law. Our ~~initial Initial~~ ~~shareholders Shareholders~~ have entered into agreements with us, pursuant to which they have agreed to waive their rights to liquidating distributions from the ~~trust Trust~~ ~~account Account~~ with respect to their ~~founder Founder~~ ~~shares Shares~~ if we fail to complete our initial business combination ~~within the Combination Period~~ by January 14, 2023. However, if our ~~initial Initial~~ ~~shareholders Shareholders~~ or management team acquire public shares ~~in or after the IPO~~, they will be entitled to liquidating distributions from the ~~trust Trust~~ ~~account Account~~ with respect to such public shares if we fail to complete our initial business combination within the prescribed time period. In the event of a liquidation, dissolution or winding up of the ~~company Company~~ after a business combination, our ~~public~~ shareholders ~~are will~~ ~~be~~ entitled to share ratably in all assets remaining available for distribution to them after payment of liabilities and after provision is made for each class of shares, if any, having preference over the ordinary shares. Our ~~public~~ shareholders have no preemptive or other subscription rights. There are no sinking fund provisions applicable to the ordinary shares, except that we will provide our public shareholders with the opportunity to redeem their public shares for cash at a per share price equal to the aggregate amount then on deposit in the ~~trust Trust~~ ~~account Account~~, including interest earned on the funds held in the ~~trust Trust~~ ~~account Account~~ (which interest shall be net of taxes payable), divided by the number of then outstanding public shares, upon the completion of our initial business combination, subject to the limitations described herein. ~~The~~ Founder Shares ~~The~~ ~~founder shares~~ are designated as Class B ordinary shares and, except as described below, are identical to the Class A ordinary shares included in the ~~units Units~~ being sold in the IPO, and holders of ~~founder Founder~~ ~~shares Shares~~ have the same shareholder rights as public shareholders, except that: • (i) the ~~founder Founder~~ ~~shares Shares~~ are subject to certain transfer restrictions, as described in more detail below; • (ii) the ~~founder Founder~~ ~~shares Shares~~ are entitled to registration rights; • ~~in a~~, (iii) only holders of founder shares have the right to vote on to continuing continue the ~~company Company~~ in a jurisdiction outside the Cayman Islands (~~including any which requires the approval of a~~ special resolution ~~required being the~~ ~~affirmative vote of a majority of at least to two - thirds of the shareholders who attend~~ ~~amend--~~ ~~and the constitutional documents vote at a general meeting~~ of the Company), holders of Class B ordinary shares will be entitled to ten votes or ~~for to adopt new constitutional documents of every Class B ordinary share that the they hold and holders~~ Company, in each case, as a result of ~~Class A ordinary shares will be entitled to only one vote for every Class A ordinary shares that the they hold~~; • Company approving a transfer by way of continuation in a jurisdiction outside the Cayman Islands), (iv) our ~~initial Initial~~ ~~shareholders Shareholders~~, sponsor, officers and directors have entered into a letter agreement with us, pursuant to which they have agreed (A) to (i) waive their redemption rights with respect to ~~any their founder Founder Shares, private placement~~ shares and public shares they hold in connection with the completion of our initial business combination ~~;~~; (B-ii) to waive their redemption rights with respect to ~~any their founder Founder Shares, private placement~~ shares and public shares they hold in connection with a shareholder vote to approve an amendment to our ~~Charter (A) amended and restated memorandum and articles of association~~ to modify the substance or timing of our obligation ~~to allow redemption in connection with our initial business combination or~~ to redeem 100 % of our public shares if we have not consummated an initial business combination ~~within the Combination Period~~ by January 14, 2023 or (B) with respect to any other ~~material provisions-- provision~~ relating to shareholders' rights or pre- initial business combination activity ~~and~~; (C-iii) to waive their rights to liquidating distributions from the ~~trust Trust~~ ~~account Account~~ with respect to ~~any their founder Founder Shares and private placement~~ shares they hold if we fail to complete our initial business combination ~~within the~~ by January 14, 2023 or any extended period of time that we may have to consummate an initial business combination ~~Combination Period~~ as a result of an amendment to our ~~amended and restated memorandum and articles of association~~, although they will be entitled to liquidating distributions from the ~~trust Trust~~ ~~account Account~~ with respect to any public shares they hold if we fail to complete our initial

business combination within ~~such the prescribed time period, frame; and (v iv) the vote any founder~~ **Founder Shares and private placement shares held by them and any public shares purchased during or after the Public Offering (including in open market and privately- negotiated transactions) in favor of our initial business combination; • the Founder Shares** are automatically convertible into ~~our~~ **Class A ordinary shares** concurrently with or immediately following the consummation of our initial business combination on a one- for- one basis, subject to adjustment as described herein and in our ~~Charter amended and restated memorandum and articles of association~~; and • ~~(vi)~~ **only holders of Class B ordinary shares will have the right to appoint elect** directors in any election held prior to or in connection with the completion of our initial business combination. If we submit our initial business combination to our public shareholders for a vote, our ~~initial~~ **Initial shareholders Shareholders , directors and officers** have agreed to vote their ~~founder~~ **Founder Shares, private placement shares and any public shares** purchased during or after ~~the IPO~~ **our Public Offering** in favor of our initial business combination. The ~~founder~~ **Founder shares Shares** will automatically convert into Class A ordinary shares at the time of the consummation of our initial business combination on a one- for- one basis, subject to adjustment for share splits, share dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as provided herein. In the case that additional Class A ordinary shares or equity- linked securities are issued or deemed issued in connection with our initial business combination, the number of Class A ordinary shares issuable upon conversion of all ~~founder~~ **Founder shares Shares** will equal, in the aggregate, on an as- converted basis, 25 % of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to any redemptions of Class A ordinary shares by public shareholders and not including the Class A ordinary shares underlying the ~~private~~ **Private placement Placement units Units**), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity- linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial business combination, excluding any Class A ordinary shares or equity- linked securities or rights exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in the initial business combination and any ~~private~~ **Private placement Placement units Units (including the underlying securities)** issued to our ~~sponsor~~ **Sponsor** , officers or directors upon conversion of working capital loans, provided that such conversion of ~~founder~~ **Founder shares Shares** will never occur on a less than one- for- one basis. With certain limited exceptions, the ~~founder~~ **Founder shares Shares** are not transferable, assignable or salable (except to our officers and directors and other persons or entities affiliated with our ~~sponsor~~ **Sponsor** , each of whom will be subject to the same transfer restrictions) until the consummation of our initial business combination. ~~Up to 1, 305, 000 founder shares will be forfeited by our initial shareholders depending on the exercise of the over- allotment option.~~ Register of Members Under Cayman Islands law ~~the Companies Act~~ , we must keep a register of members and there will be entered therein: ~~•~~ **the names and addresses of the members of the Company and a statement of the shares held by each member, and of which: odistinguishes each share by its number (so long as the share has a number); oconfirms** the amount paid , or agreed to be considered as paid, on the shares of each member ~~and;~~ **oconfirms** the voting rights ~~number and category~~ of the shares of held by each member; ~~•~~ **and oconfirms** whether **each relevant category of shares held by a member carries voting rights, and if so, whether such** voting rights are **conditional** attached to the shares in issue; ~~•~~ **the date on which the name of any person was entered on the register as a member; and** ~~•~~ **the date on which any person ceased to be a member. For these purposes, “ voting rights ” means rights conferred on shareholders, including the right to appoint or remove directors, in respect of their shares to vote at general meetings of the Company on all or substantially all matters. A voting right is conditional where the voting right arises only in certain circumstances.** Under Cayman Islands law ~~the Companies Act~~ , the register of members of our ~~company~~ **Company** is prima facie evidence of the matters set out therein (i. e. , the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members will be deemed as a matter of Cayman Islands law to have legal title to the shares as set against its name in the register of members. Upon the closing of ~~this our public~~ **Public offering Offering** , the register of members ~~was~~ **will be immediately** updated to reflect the issue of shares by us. Once our register of members ~~was~~ **will be** updated, the shareholders recorded in the register of members ~~were~~ **will be** deemed to have legal title to the shares set against their name. However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. If an application for an order for rectification of the register of members were made in respect of our ordinary shares, then the validity of such shares may be subject to re- examination by a Cayman Islands court. Preference Shares Our ~~Charter amended and restated memorandum and articles of association authorize~~ **authorizes** 1, 000, 000 preference shares and ~~provide~~ **provides** that preference shares may be issued from time to time in one or more series. Our ~~board~~ **Board of directors** is authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. Our ~~board~~ **Board of directors** is able to, without shareholder approval, issue preference shares with voting and other rights that could adversely affect the voting power and other rights of the holders of the ordinary shares and could have anti- takeover effects. The ability of our ~~board~~ **Board of directors** to issue preference shares without shareholder approval could have the effect of delaying, deferring or preventing a change of control of us or the removal of existing management. We ~~have had~~ **no preference shares issued and** outstanding ~~at the date hereof~~ **as of December 31, 2022** . Although we do not currently intend to issue any preference shares, we cannot assure you that we will not do so in the future. No preference shares were issued or registered in the ~~IPO~~ **Warrants Public Offering. Shareholders’ Warrants** Each whole ~~Public warrant~~ **Warrant** entitles the registered holder to purchase one Class A ordinary share at a price of \$ 11. 50 per share, subject to adjustment as discussed below, at any time commencing 30 days after the completion of our initial business combination, provided that we have an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the ~~Public warrants~~ **Warrants** and a current

prospectus relating to them is available (or we permit holders to exercise their **Public warrants-Warrants** on a cashless basis under the circumstances specified in the warrant agreement) and such shares are registered, qualified or exempt from registration under the securities, or blue sky, laws of the state of residence of the holder. Pursuant to the warrant agreement, a warrant holder may exercise its **Public warrants-Warrants** only for a whole number of Class A ordinary shares. This means only a whole **Public warrant-Warrant** may be exercised at a given time by a warrant holder. No fractional **Public warrants-Warrants** were issued upon separation of the ~~units-Units~~ and only whole **Public warrants-Warrants** will trade. Accordingly, unless you purchase at least two ~~units-Units~~, you will not be able to receive or trade a whole **Public warrant-Warrant**. The **Public warrants-Warrants** will expire five years after the completion of our initial business combination, at 5: 00 p. m., New York City time, or earlier upon redemption or liquidation. We will not be obligated to deliver any Class A ordinary shares pursuant to the exercise of a **Public warrant-Warrant** and will have no obligation to settle such warrant exercise unless a registration statement under the Securities Act with respect to the Class A ordinary shares underlying the **Public warrants-Warrants** is then effective and a prospectus relating thereto is current, subject to our satisfying our obligations described below with respect to registration. No **Public warrant-Warrant** will be exercisable and we will not be obligated to issue a Class A ordinary share upon exercise of a **Public warrant-Warrant** unless the Class A ordinary share issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the **Public warrants-Warrants**. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a **Public warrant-Warrant**, the holder of such **Public warrant-Warrant** will not be entitled to exercise such **Public warrant-Warrant** and such **Public warrant-Warrant** may have no value and expire worthless. In no event will we be required to net cash settle any **Public warrant-Warrant**. In the event that a registration statement is not effective for the exercised **Public warrants-Warrants**, the purchaser of a ~~unit-Unit~~ containing such **Public warrant-Warrant** will have paid the full purchase price for the ~~unit-Unit~~ solely for the Class A ordinary share underlying such ~~unit-Unit~~. We ~~are~~ **have** ~~registering~~ **registered** the Class A ordinary shares issuable upon exercise of the **Public warrants-Warrants** in the registration statement because the **Public warrants-Warrants** will become exercisable 30 days after the completion of our initial business combination, ~~which may be within one year of the IPO~~. However, because the **Public warrants-Warrants** will be exercisable until their expiration date of up to five years after the completion of our initial business combination, in order to comply with the requirements of Section 10 (a) (3) of the Securities Act following the consummation of our initial business combination under the terms of the warrant agreement, we have agreed, that as soon as practicable, but in no event later than 15 business days after the closing of our initial business combination, we will use our commercially reasonable efforts to file with the SEC a post-effective amendment to the registration statement ~~filed in connection with our Public Offering for~~ **or the a new** registration statement covering the issuance, under the Securities Act, of the Class A ordinary shares issuable upon exercise of the **Public warrants-Warrants** and thereafter will use our commercially reasonable efforts to cause the same to become effective within 60 business days following our initial business combination and to maintain a current prospectus relating to the Class A ordinary shares issuable upon exercise of the **Public warrants-Warrants** until the expiration of the **Public warrants-Warrants** in accordance with the provisions of the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the **Public warrants-Warrants** is not effective by the sixtieth ~~(60th)~~ business day after the closing of our initial business combination, warrant holders may, until such time as there is an effective registration statement and during any period when we will have failed to maintain an effective registration statement, exercise **Public warrants-Warrants** on a “cashless basis” in accordance with Section 3 (a) (9) of the Securities Act or another exemption. Notwithstanding the above, if our Class A ordinary shares are at the time of any exercise of a **Public warrant-Warrant** not listed on a national securities exchange such that they satisfy the definition of a “covered security” under Section 18 (b) (1) of the Securities Act, we may, at our option, require holders of ~~public~~ **Public warrants-Warrants** who exercise their **Public warrants-Warrants** to do so on a “cashless basis” in accordance with Section 3 (a) (9) of the Securities Act and, in the event we so elect, we will not be required to file or maintain in effect a registration statement, and in the event we do not so elect, we will use our commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. Redemption of **Public warrants-Warrants** for cash Once the **Public warrants-Warrants** become exercisable, we may call the **Public warrants-Warrants** for redemption for cash: ~~▲●~~ in whole and not in part; ~~▲●~~ at a price of \$ 0. 01 per warrant; ~~▲●~~ upon not less than 30 days’ prior written notice of redemption ~~(the “30-day redemption period”)~~ to each warrant holder; and ~~▲●~~ if, and only if, the closing price of the **Class A** ordinary shares equals or exceeds \$ 18. 00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like and for certain issuances of Class A ordinary shares and equity-linked securities for capital raising purposes in connection with the closing of our initial business combination ~~as described in the registration statement filed with the SEC in connection with the IPO~~) for any 20 trading days within a 30- trading day period ending three business days before we send ~~to~~ the notice of redemption to the warrant holders. If and when the **Public warrants-Warrants** become redeemable by us for cash, 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. We have established the last of the redemption criterion discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the warrant exercise price. If the foregoing conditions are satisfied and we issue a notice of redemption of the **Public warrants-Warrants**, each **Public warrant-Warrant** holder will be entitled to exercise his, her or its **Public warrant-Warrant** prior to the scheduled redemption date. However, the price of the Class A ordinary shares may fall below the \$ 18. 00 redemption trigger price (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like and for certain issuances of Class A ordinary shares and equity- linked securities for capital raising purposes in connection with the closing of our initial business combination ~~as described elsewhere in the registration statement filed with the SEC in connection with the IPO~~) as well as the \$ 11. 50 warrant exercise price after the redemption notice is issued. Redemption procedures and cashless exercise If we call the **Public warrants-Warrants** for redemption as described above, our management will have the option to require any holder that

wishes to exercise his, her or its ~~Public warrant Warrant~~ to do so on a “ cashless basis. ” In determining whether to require all holders to exercise their ~~Public warrants Warrants~~ on a “ cashless basis, ” our management will consider, among other factors, our cash position, the number of ~~Public warrants Warrants~~ that are outstanding and the dilutive effect on our shareholders of issuing the maximum number of Class A ordinary shares issuable upon the exercise of our ~~Public warrants Warrants~~. If our management takes advantage of this option, all holders of ~~Public warrants Warrants~~ would pay the exercise price by surrendering their ~~Public warrants Warrants~~ for that number of Class A ordinary shares equal to the quotient obtained by dividing (x) the product of the number of Class A ordinary shares underlying the ~~Public warrants Warrants~~, multiplied by the excess of the “ fair market value ” of our Class A ordinary shares over the exercise price of the ~~Public warrants Warrants~~ by (y) the fair market value. The “ fair market value ” will mean the average closing price of the Class A ordinary shares for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of ~~Public warrants Warrants~~. If our management takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of Class A ordinary shares to be received upon exercise of the ~~Public warrants Warrants~~, including the “ fair market value ” in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of a warrant redemption. We believe this feature is an attractive option to us if we do not need the cash from the exercise of the ~~Public warrants Warrants~~ after our initial business combination. A holder of a ~~Public warrant Warrant~~ may notify us in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such ~~Public warrant Warrant~~, to the extent that after giving effect to such exercise, such person (together with such person’ s affiliates), to the warrant agent’ s actual knowledge, would beneficially own in excess of 4. 9 % or 9. 8 % (as specified by the holder) of the Class A ordinary shares outstanding immediately after giving effect to such exercise. If the number of outstanding Class A ordinary shares is increased by a share capitalization payable in Class A ordinary shares, or by a split- up of ordinary shares or other similar event, then, on the effective date of such share capitalization, split- up or similar event, the number of Class A ordinary shares issuable on exercise of each ~~Public warrant Warrant~~ will be increased in proportion to such increase in the outstanding ordinary shares. A rights offering to holders of ordinary shares entitling holders to purchase Class A ordinary shares at a price less than the fair market value will be deemed a share capitalization of a number of Class A ordinary shares equal to the product of (i) the number of Class A ordinary shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Class A ordinary shares) and (ii) the quotient of (x) the price per Class A ordinary share paid in such rights offering and (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for Class A ordinary shares, in determining the price payable for Class A ordinary shares, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) fair market value means the volume weighted average price of Class A ordinary shares as reported during the ~~ten (10) -~~ trading day period ending on the trading day prior to the first date on which the Class A ordinary shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights. In addition, if we, at any time while the ~~Public warrants Warrants~~ are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of Class A ordinary shares on account of such Class A ordinary shares (or other securities into which the ~~Public warrants Warrants~~ are convertible), other than (a) as described above, (b) certain ordinary cash dividends, (c) to satisfy the redemption rights of the holders of Class A ordinary shares in connection with a proposed initial business combination, or (d) in connection with the redemption of our public shares upon our failure to complete our initial business combination, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and / or the fair market value of any securities or other assets paid on each Class A ordinary share in respect of such event. If the number of outstanding Class A ordinary shares is decreased by a consolidation, combination, reverse share split or reclassification of Class A ordinary shares or other similar event, then, on the effective date of such consolidation, combination, reverse share split, reclassification or similar event, the number of Class A ordinary shares issuable on exercise of each ~~Public warrant Warrant~~ will be decreased in proportion to such decrease in outstanding Class A ordinary shares. Whenever the number of Class A ordinary shares purchasable upon the exercise of the ~~Public warrants Warrants~~ is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of Class A ordinary shares purchasable upon the exercise of the ~~Public warrants Warrants~~ immediately prior to such adjustment, and (y) the denominator of which will be the number of Class A ordinary shares so purchasable immediately thereafter. In addition, if (x) we issue additional Class A ordinary shares or equity- linked securities for capital raising purposes in connection with the closing of our initial business combination at an issue price or effective issue price of less than \$ 9. 20 per Class A ordinary shares -- share (with such issue price or effective issue price to be determined in good faith by our ~~board Board of directors~~ and, in the case of any such issuance to our ~~initial Initial shareholders Shareholders~~ or their affiliates, without taking into account any ~~founder Founder shares Shares~~ held by our ~~initial Initial shareholders Shareholders~~ or such affiliates, as applicable, prior to such issuance) -- (the “ Newly Issued Price ”), (y) the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of our initial business combination on the date of the consummation of our initial business combination (net of redemptions), and (z) the volume weighted average trading price of our Class A ordinary shares during the 20 - trading day period starting on the trading day after the day on which we consummate our initial business combination (such price, the “ Market Value ”) is below \$ 9. 20 per share, the exercise price of the ~~Public warrants Warrants~~ will be adjusted (to the nearest cent) to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the \$ 18. 00 per share redemption trigger price will be adjusted (to the nearest cent) to be equal to 180 % of the higher of the Market Value and the Newly Issued Price. In case of any reclassification or reorganization of the outstanding Class A ordinary shares (other than those described above or that solely affects the par value of such Class A ordinary shares), or in the case of any merger or consolidation of us

with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding Class A ordinary shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the ~~Public warrants~~ **Warrants** will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the ~~Public warrants~~ **Warrants** and in lieu of the Class A ordinary shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of Class A ordinary shares or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the ~~Public warrants~~ **Warrants** would have received if such holder had exercised their ~~Public warrants~~ **Warrants** immediately prior to such event. If less than 70 % of the consideration receivable by the holders of Class A ordinary shares in such a transaction is payable in the form of Class A ordinary shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the ~~Public warrant~~ **Warrant** properly exercises the ~~Public warrant~~ **Warrant** within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the warrant agreement based on the Black-Scholes Warrant Value of (as defined in the warrant agreement) of ~~the Public Warrant~~ **the Public Warrant**. The purpose of such exercise price reduction is to provide additional value to holders of the ~~Public warrants~~ **Warrants** when an extraordinary transaction occurs during the exercise period of the ~~Public warrants~~ **Warrants** pursuant to which the holders of the ~~Public warrants~~ **Warrants** otherwise do not receive the full potential value of the ~~Public warrants~~ **Warrants**. The ~~Public warrants~~ **Warrants** ~~are~~ **have been** 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 ~~Public warrants~~ **Warrants** may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, and that all other modifications or amendments will require the vote or written consent of the holders of at least 50 % of the then outstanding ~~Public warrants~~ **Warrants**, and, solely with respect to any amendment to the terms of ~~Public warrants~~ **Warrants** we may issue in connection with our initial business combination, or post-~~IPO Public Offering~~ **Public Offering** ~~Public warrants~~ **Warrants**, at least 50 % of the then outstanding post-~~IPO Public Offering~~ **Public Offering** ~~Public warrants~~ **Warrants**. You should review a copy of the warrant agreement, which is filed as Exhibit 4.4 to this Annual Report on Form 10-K, for a complete description of the terms and conditions applicable to the ~~Public warrants~~ **Warrants**. The ~~Public warrants~~ **Warrants** may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to us, for the number of ~~Public warrants~~ **Warrants** being exercised. The warrant holders do not have the rights or privileges of holders of ordinary shares and/or any voting rights until they exercise their ~~Public warrants~~ **Warrants** and receive Class A ordinary shares. After the issuance of Class A ordinary shares upon exercise of the ~~Public warrants~~ **Warrants**, each holder will be entitled to one vote for each share held of record on all matters to be voted on by shareholders. No fractional shares will be issued upon exercise of the ~~Public warrants~~ **Warrants**. If, upon exercise of the ~~Public warrants~~ **Warrants**, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number the number of Class A ordinary shares to be issued to the warrant holder. We have agreed that, subject to applicable law, any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and we irrevocably submit to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim. This provision applies to claims under the Securities Act but does not apply to claims under the Exchange Act or any claim for which the federal district courts of the United States of America are the sole and exclusive forum. ~~Private Placement Warrants~~ **Private Placement Warrants** The private placement warrants (including the Class A ordinary shares issuable upon exercise of the private placement warrants) are not transferable, assignable or salable until 30 days after the completion of our initial business combination (except, among other limited exceptions, to our officers and directors and other persons or entities affiliated with the initial purchasers of the ~~private~~ **Private Placement Units**). The private placement warrants have terms and provisions that are identical to those of the ~~Public warrants~~ **Warrants** being sold as part of the ~~units~~ **Units** in the ~~IPO Public Offering~~ **Public Offering**. Dividends We have not paid any cash dividends on our ordinary shares to date and do not intend to pay cash dividends prior to the completion of a business combination. The payment of cash dividends in the future will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition subsequent to completion of a business combination. The payment of any cash dividends subsequent to a business combination will be within the discretion of our ~~board~~ **Board of directors** at such time. If we incur any indebtedness, our ability to declare dividends may be limited by restrictive covenants we may agree to in connection therewith. Our Transfer Agent and Warrant Agent The transfer agent for our ordinary shares and warrant agent for our warrants is Continental Stock Transfer & Trust Company. We have agreed to indemnify Continental Stock Transfer & Trust Company in its roles as transfer agent and warrant agent, its agents and each of its shareholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence or intentional misconduct of the indemnified person or entity. Continental Stock Transfer & Trust Company has agreed that it has no right of set-off or any right, title, interest or claim of any kind to, or to any monies in, the ~~trust~~ **Trust account** **Account**, and has irrevocably waived any right, title, interest or claim of any kind to, or to any monies in, the ~~trust~~ **Trust account** **Account** that it may have now or in the future. Accordingly, any indemnification provided will only be able to be satisfied, or a claim will only be able to be pursued, solely against us and our assets outside the ~~trust~~ **Trust account** **Account** and not against the any monies in the ~~trust~~ **Trust account** **Account** or interest earned thereon. Certain Differences in Corporate Law Cayman Islands companies are governed by the Companies Act. The Companies Act is

modeled on English Law but does not follow recent English Law statutory enactments, and differs from laws applicable to United States corporations and their shareholders. Set forth below is a summary of the material differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and Similar Arrangements.

In certain circumstances, the Companies Act allows for mergers or consolidations between two Cayman Islands companies, or between a Cayman Islands exempted company and a company incorporated in another jurisdiction (provided that is facilitated by the laws of that other jurisdiction). Where the merger or consolidation is between two Cayman Islands companies, the directors of each company must approve a written plan of merger or consolidation containing certain prescribed information. That plan ~~or of~~ merger or consolidation must then be authorized by either (a) a special resolution (usually a majority of 66 2 / 3 % in value of the voting shares voted at a general meeting) of the shareholders of each company; or (b) such other authorization, if any, as may be specified in such constituent company's articles of association. No shareholder resolution is required for a merger between a parent company (i. e., a company that owns at least 90 % of the issued shares of each class in a subsidiary company) and its subsidiary company. The consent of each holder of a fixed or floating security interest of a constituent company must be obtained, unless the court waives such requirement. If the Cayman Islands Registrar of Companies is satisfied that the requirements of the Companies Act (which includes certain other formalities) have been complied with, the Registrar of Companies will register the plan of merger or consolidation. Where the merger or consolidation involves a foreign company, the procedure is similar, save that with respect to the foreign company, the directors of the Cayman Islands exempted company are required to make a declaration to the effect that, having made due enquiry, they are of the opinion that the requirements set out below have been met: (i) that the merger or consolidation is permitted or not prohibited by the constitutional documents of the foreign company and by the laws of the jurisdiction in which the foreign company is incorporated, and that those laws and any requirements of those constitutional documents have been or will be complied with; (ii) that no petition or other similar proceeding has been filed and remains outstanding or order made or resolution adopted to wind up or liquidate the foreign company in any jurisdictions; (iii) that no receiver, trustee, administrator or other similar person has been appointed in any jurisdiction and is acting in respect of the foreign company, its affairs or its property or any part thereof; (iv) that no scheme, order, compromise or other similar arrangement has been entered into or made in any jurisdiction whereby the rights of creditors of the foreign company are and continue to be suspended or restricted. Where the surviving company is the Cayman Islands exempted company, the directors of the Cayman Islands exempted company are further required to make a declaration to the effect that, having made due enquiry, they are of the opinion that the requirements set out below have been met: (i) that the foreign company is able to pay its debts as they fall due and that the merger or consolidated is bona fide and not intended to defraud unsecured creditors of the foreign company; (ii) that in respect of the transfer of any security interest granted by the foreign company to the surviving or consolidated company (a) consent or approval to the transfer has been obtained, released or waived; (b) the transfer is permitted by and has been approved in accordance with the constitutional documents of the foreign company; and (c) the laws of the jurisdiction of the foreign company with respect to the transfer have been or will be complied with; (iii) that the foreign company will, upon the merger or consolidation becoming effective, cease to be incorporated, registered or exist under the laws of the relevant foreign jurisdiction; and (iv) that there is no other reason why it would be against the public interest to permit the merger or consolidation. Where the above procedures are adopted, the Companies Act provides for a right of dissenting shareholders to be paid a payment of the fair value of his shares upon their dissenting to the merger or consolidation if they follow a prescribed procedure. In essence, that procedure is as follows (a) the shareholder must give his written objection to the merger or consolidation to the constituent company before the vote on the merger or consolidation, including a statement that the shareholder proposes to demand payment for his shares if the merger or consolidation is authorized by the vote; (b) within 20 days following the date on which the merger or consolidation is approved by the shareholders, the constituent company must give written notice to each shareholder who made a written objection; (c) a shareholder must within 20 days following receipt of such notice from the constituent company, give the constituent company a written notice of his intention to dissent including, among other details, a demand for payment of the fair value of his shares; (d) within seven days following the date of the expiration of the period set out in paragraph (b) above or seven days following the date on which the plan of merger or consolidation is filed, whichever is later, the constituent company, the surviving company or the consolidated company must make a written offer to each dissenting shareholder to purchase his shares at a price that the company determines is the fair value and if the company and the shareholder agree the price within 30 days following the date on which the offer was made, the company must pay the shareholder such amount; and (e) if the company and the shareholder fail to agree a price within such 30 day period, within 20 days following the date on which such 30 day period expires, the company (and any dissenting shareholder) must file a petition with the Cayman Islands Grand Court to determine the fair value and such petition must be accompanied by a list of the names and addresses of the dissenting shareholders with whom agreements as to the fair value of their shares have not been reached by the company. At the hearing of that petition, the court has the power to determine the fair value of the shares together with a fair rate of interest, if any, to be paid by the company upon the amount determined to be the fair value. Any dissenting shareholder whose name appears on the list filed by the company may participate fully in all proceedings until the determination of fair value is reached. ~~The These These~~ rights of a dissenting shareholder are not available in certain circumstances, for example, to dissenters holding shares of any class in respect of which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the relevant date or where the consideration for such shares to be contributed are shares of any company listed on a national securities exchange or shares of the surviving or consolidated company. Moreover, Cayman Islands law has separate statutory provisions that facilitate the reconstruction or amalgamation of companies in certain circumstances, schemes of arrangement will generally be more suited for complex mergers or other transactions involving widely held companies, commonly referred to in the Cayman Islands as a "scheme of arrangement" which may be tantamount to a merger. In the event that a merger was sought pursuant to a scheme of arrangement (the procedures for which are more

rigorous and take longer to complete than the procedures typically required to consummate a merger in the United States), **the** arrangement in question must be approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at an annual general meeting, or extraordinary general meeting summoned for that purpose. The convening of the meetings and subsequently the terms of the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction should not be approved, the court can be expected to approve the arrangement if it satisfies itself that: ● we are not proposing to act illegally or beyond the scope of our corporate authority and the statutory provisions as to majority vote have been complied with; ● the shareholders have been fairly represented at the general meeting in question; ● the arrangement is such as a businessman would reasonably approve; and ● the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act or that would amount to a “fraud on the minority.” If a scheme of arrangement or takeover offer (as described below) is approved, any dissenting shareholder would have no rights comparable to appraisal rights (providing rights to receive payment in cash for the judicially determined value of the shares), which would otherwise ordinarily be available to dissenting shareholders of United States corporations. Squeeze-out Provisions. When a takeover offer is made and accepted by holders of 90 % of the shares to whom the offer relates is made within four months, the offeror may, within a two-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith, collusion or inequitable treatment of the shareholders. Further, transactions similar to a merger, reconstruction and / or an amalgamation may in some circumstances be achieved through means other than these statutory provisions, such as a share capital exchange, asset acquisition or control, or through contractual arrangements, of an operating business. Shareholders’ Suits. Maples and Calder (Cayman) LLP, our Cayman Islands legal counsel, is not aware of any reported class action having been brought in a Cayman Islands court. Derivative actions have been brought in the Cayman Islands courts, and the Cayman Islands courts have confirmed the availability for such actions. In most cases, we will be the proper plaintiff in any claim based on a breach of duty owed to us, and a claim against (for example) our officers or directors usually may not be brought by a shareholder. However, based both on Cayman Islands authorities and on English authorities, which would in all likelihood be of persuasive authority and be applied by a court in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which: ● a company is acting, or proposing to act, illegally or beyond the scope of its authority; ● the act complained of, although not beyond the scope of the authority, could be effected if duly authorized by more than the number of votes which have actually been obtained; or ● those who control the company are perpetrating a “fraud on the minority.” A shareholder may have a direct right of action against us where the individual rights of that shareholder have been infringed or are about to be infringed. Enforcement of Civil Liabilities. The Cayman Islands has a different body of securities laws as compared to the United States and provides less protection to investors. Additionally, Cayman Islands companies may not have standing to sue before the Federal courts of the United States. We have been advised by Maples and Calder (Cayman) LLP, our Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely (i) to recognize or enforce against us judgments of courts of the United States predicated upon the civil liability provisions of the federal securities laws of the United States or any state; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against us predicated upon the civil liability provisions of the federal securities laws of the United States or any state, so far as the liabilities imposed by those provisions are penal in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, and or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands Court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. **Where the above procedures are adopted,..... merger in the United States).** Special Considerations for Exempted Companies. We are an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below: ● an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies; ● an exempted company’s register of members is not open to inspection; ● an exempted company does not have to hold an annual general meeting; ● an exempted company may issue shares with no par value; ● an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance); ● an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands; ● an exempted company may register as a limited duration company; and ● an exempted company may register as a segregated portfolio company. “Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil). **Our Second Amended and Restated Memorandum and Articles of Association Association The Business Combination Article of our Charter amended and restated memorandum and articles of association** contains provisions designed to provide certain rights

and protections relating to the **IPO Public Offering** that will apply to us until the completion of our initial business combination. These provisions cannot be amended without a special resolution. As a matter of Cayman Islands law, a resolution is deemed to be a special resolution where it has been approved by either (i) at least two-thirds (or any higher threshold specified in a company's articles of association) of a company's shareholders at a general meeting for which notice specifying the intention to propose the resolution as a special resolution has been given; or (ii) if so authorized by a company's articles of association, by a unanimous written resolution of all of the company's shareholders. Our **Charter amended and restated memorandum and articles of association provide provides** that special resolutions must be approved either by at least two-thirds of our shareholders (i. e., the lowest threshold permissible under Cayman Islands law), or by a unanimous written resolution of all of our shareholders. Our **initial Initial shareholders Shareholders**, who collectively beneficially own ~~25~~ **71.5** % of our ordinary shares ~~upon the closing of the IPO not including the Class A ordinary shares underlying the private placement units~~, may participate in any vote to amend our **Charter amended and restated memorandum and articles of association** and will have the discretion to vote in any manner they choose. Specifically, our **Charter amended and restated memorandum and articles of association provide provides**, among other things, that: ~~•~~ **•** If we are unable to complete our initial business combination **within the Combination Period** by January 14, 2023, we will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no 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 Trust account Account~~ **trust Trust account Account**, including interest earned on the funds held in the ~~trust Trust account Account~~ **trust Trust account Account** (which interest shall be net of taxes payable and up to \$ 100, 000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish public shareholders' rights as shareholders (including the right to receive further liquidating distributions, if any), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining shareholders and our ~~board Board of directors~~, liquidate and dissolve, subject in the case of clauses (ii) and (iii) to our obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the requirements of other applicable law; ~~•~~ **•** Prior to our initial business combination, we may not issue additional securities that would entitle the holders thereof to (i) receive funds from the ~~trust Trust account Account~~ **trust Trust account Account** or (ii) vote on our initial business combination; ~~•~~ **•** Although we do not intend to enter into a business combination with a target business that is affiliated with our Sponsor, our directors or our executive officers, we are not prohibited from doing so. In the event we enter into such a transaction, we, or a committee of independent directors, will obtain an opinion from an independent investment banking firm which is a member of FINRA or a valuation or appraisal firm that such a business combination is fair to our company from a financial point of view; ~~•~~ **•** If a shareholder vote on our initial business combination is not required by law and we do not decide to hold a shareholder vote for business or other legal reasons, we will offer to redeem our public shares pursuant to Rule 13e-4 and Regulation 14E of the Exchange Act, and will file tender offer documents with the SEC prior to completing our initial business combination which contain substantially the same financial and other information about our initial business combination and the redemption rights as is required under Regulation 14A of the Exchange Act; ~~•~~ **•** We must complete one or more business combinations having an aggregate fair market value of at least 80 % of the assets held in the ~~trust Trust account Account~~ **trust Trust account Account** (excluding the deferred underwriting commissions and taxes payable on the income earned on the ~~trust Trust account Account~~ **trust Trust account Account**) at the time of the agreement to enter into the initial business combination; ~~•~~ **•** If our shareholders approve an amendment to our ~~Charter amended and restated memorandum and articles of association~~ to modify the substance or timing of our obligation to allow redemption in connection with our initial business combination or to redeem 100 % of our public shares if we do not complete our initial business combination **within the Combination Period** by January 14, 2023, or with respect to any other material provisions relating to shareholders' rights or pre-initial business combination activity, we will provide our public shareholders with the opportunity to redeem all or a portion of their Class A ordinary shares upon such approval at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the ~~trust Trust account Account~~ **trust Trust account Account**, including interest (which interest shall be net of taxes payable), divided by the number of then outstanding public shares, subject to the limitations described herein; and ~~•~~ **•** We will not effectuate our initial business combination solely with another blank check company or a similar company with nominal operations. ~~•~~ **•** Our **Charter amended and restated memorandum and articles of association provide provides** that unless we consent in writing to the selection of an alternative forum, the courts of the Cayman Islands shall have exclusive jurisdiction over any claim or dispute arising out of or in connection with our ~~Charter amended and restated memorandum and articles of association~~ or otherwise related in any way to each shareholder's shareholding in us, including but not limited to (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of any fiduciary or other duty owed by any of our current or former director, officer or other employee to us or our shareholders, (iii) any action asserting a claim arising pursuant to any provision of the Companies Act or our ~~Charter amended and restated memorandum and articles of association~~, or (iv) any action asserting a claim against us governed by the internal affairs doctrine (as such concept is recognized under the laws of the United States of America) and that each shareholder irrevocably submits to the exclusive jurisdiction of the courts of the Cayman Islands over all such claims or disputes. Our ~~Charter amended and restated memorandum and articles of association~~ also ~~provide provides~~ that, without prejudice to any other rights or remedies that we may have, each of our shareholders acknowledges that damages alone would not be an adequate remedy for any breach of the selection of the courts of the Cayman Islands as exclusive forum and that accordingly we shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the selection of the courts of the Cayman Islands as exclusive forum. The forum selection provision in our ~~Charter amended and restated memorandum and articles of association~~ will not apply to actions or suits brought to enforce any liability or duty created by the Securities Act, Exchange Act or any claim for which the federal district courts of the United States of America are, as a matter of the laws of the United States of America, the sole and exclusive forum for determination of such a claim. In addition, our **Charter amended and restated memorandum and articles of association provide provides** that under no circumstances 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**. We may, however, raise funds through the issuance of equity- linked securities or through loans, advances or other indebtedness in connection with our initial business combination, including pursuant to forward purchase agreements or backstop arrangements we may enter into following consummation of the **IPO- Public Offering**, in order to, among other reasons, satisfy such net tangible assets requirement. The Companies Act permits a company incorporated in the Cayman Islands to amend its memorandum and articles of association with the approval of a special resolution. A company' s articles of association may specify that the approval of a higher majority is required but, provided the approval of the required majority is obtained, any Cayman Islands exempted company may amend its memorandum and articles of association regardless of whether its memorandum and articles of association provide otherwise. Accordingly, although we could amend any of the provisions relating to our proposed offering, structure and business plan which are contained in our **Charter amended and restated memorandum and articles of association**, we view all of these provisions as binding obligations to our shareholders and neither we, nor our officers or directors, will take any action to amend or waive any of these provisions unless we provide dissenting public shareholders with the opportunity to redeem their public shares. Anti- Money Laundering — Cayman Islands If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money- laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (As Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the Financial Reporting Authority **of the Cayman Islands**, pursuant to the Terrorism Act (As Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise. **Cayman Islands Data Protection We have certain duties under the Data Protection Act (As Revised) of the Cayman Islands (the “ DPA ”) based on internationally accepted principles of data privacy. Privacy Notice Introduction This privacy notice puts our shareholders on notice that through your investment in the Company you will provide us with certain personal information which constitutes personal data within the meaning of the DPA (“ personal data ”). In the following discussion, the “ Company ” refers to us and our affiliates and / or delegates, except where the context requires otherwise. Investor Data We will collect, use, disclose, retain and secure personal data to the extent reasonably required only and within the parameters that could be reasonably expected during the normal course of business. We will only process, disclose, transfer or retain personal data to the extent legitimately required to conduct our activities on an ongoing basis or to comply with legal and regulatory obligations to which we are subject. We will only transfer personal data in accordance with the requirements of the DPA, and will apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of the personal data and against the accidental loss, destruction or damage to the personal data. In our use of this personal data, we will be characterized as a “ data controller ” for the purposes of the DPA, while our affiliates and service providers who may receive this personal data from us in the conduct of our activities may either act as our “ data processors ” for the purposes of the DPA or may process personal information for their own lawful purposes in connection with services provided to us. We may also obtain personal data from other public sources. Personal data includes, without limitation, the following information relating to a shareholder and / or any individuals connected with a shareholder as an investor: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of funds details and details relating to the shareholder' s investment activity. Who this Affects If you are a natural person, this will affect you directly. If you are a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides us with personal data on individuals connected to you for any reason in relation your investment in the Company, this will be relevant for those individuals and you should transmit the content of this Privacy Notice to such individuals or otherwise advise them of its content. How the Company May Use a Shareholder' s Personal Data The Company, as the data controller, may collect, store and use personal data for lawful purposes, including, in particular: • where this is necessary for the performance of our rights and obligations under any purchase agreements; • where this is necessary for compliance with a legal and regulatory obligation to which we are subject (such as compliance with anti- money laundering and FATCA / CRS requirements); and / or • where this is necessary for the purposes of our legitimate interests and such interests are not overridden by your interests, fundamental rights or freedoms. Should we wish to use personal data for other specific purposes (including, if applicable, any purpose that requires your consent), we will contact you. Why We May Transfer Your Personal Data In certain circumstances we may be legally obliged to share personal data and other information with respect to your shareholding with the relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities. We anticipate disclosing personal data to persons who provide services to us and their respective affiliates (which may include certain entities located outside the United States, the Cayman Islands or the European Economic Area), who will process your personal data on our behalf. The Data Protection Measures We Take Any transfer of personal data by us or our duly authorized affiliates and / or delegates outside of the Cayman Islands shall be in accordance with the requirements of the DPA. We and our duly authorized affiliates and / or delegates shall apply appropriate technical and organizational information security measures designed to protect against unauthorized or unlawful processing of personal data, and against accidental loss or destruction of, or damage to, personal data. We shall notify you of any**

personal data breach that is reasonably likely to result in a risk to your interests, fundamental rights or freedoms or those data subjects to whom the relevant personal data relates. Certain Anti-Takeover Provisions of Our Charter Our Charter provides that our Board will be classified into three classes of directors. As a result, in most circumstances, a person can gain control of our Board only by successfully engaging in a proxy contest at two or more annual meetings. Our authorized but unissued Class A ordinary shares and preference shares are available for future issuances without shareholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Class A ordinary shares and preference shares could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

As immediately upon the closing of the IPO December 31, 2022 we had 41,153,000 ordinary shares outstanding. Of these there were 5,209,190 Class A ordinary shares sold in the IPO issued and outstanding. These shares are freely tradable without restriction or further registration under the Securities Act, except for any Class A ordinary shares purchased by one of our affiliates within the meaning of Rule 144 under the Securities Act. All of the outstanding founder Founder shares Shares and all of the outstanding private placement shares are restricted securities under Rule 144, in that they were issued in private transactions not involving a public offering.

Rule 144 Pursuant to Rule 144, a person who has beneficially owned restricted shares or warrants for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and have filed all required reports under Section 13 or 15 (d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale. Persons who have beneficially owned restricted shares or warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of: (i) 1% of the total number of ordinary shares then outstanding, which equal equals 411,152,530 shares immediately after the IPO 092 as of December 31, 2022; or (ii) the average weekly reported trading volume of the Class A ordinary shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale. Sales by our affiliates under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about us. Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met: (i) the issuer of the securities that was formerly a shell company has ceased to be a shell company; (ii) the issuer of the securities is subject to the reporting requirements of Section 13 or 15 (d) of the Exchange Act; (iii) the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Current Reports on Form 8-K; and (iv) at least one year has elapsed from the time that the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company. As a result, our initial Initial shareholders Shareholders will be able to sell their founder Founder shares Shares and private Private placement Placement units Units, as applicable, pursuant to Rule 144 without registration one year after we have completed our initial business combination.

Registration Rights The holders of the (i) founder Founder shares Shares, which were issued in a private Private placement Placement prior to the closing of the IPO, (ii) private placement units Units, which were issued in a private placement Placement simultaneously with the closing of the IPO, private placement shares and private placement warrants and the Class A ordinary shares underlying such private placement warrants and (iii) private Private placement Placement units Units that may be issued upon conversion of the working capital loans will have registration rights to require us the Company to register a sale of any of our the Company's securities held by them pursuant to a registration rights agreement, to be signed prior to or on the effective date dated of January 11, 2022, by and among the Company, IPO. Pursuant to the Sponsor, Cantor and the holders signatory thereto (the "registration rights agreement and"). Pursuant to the registration rights agreement, assuming that \$ 1,500,000 of working capital loans are converted into private Private placement Placement units Units and assuming that all Founder Shares convert into Class A ordinary shares on a one-for-one basis, we are will be obligated to register up to 11,729,879,500 Class A ordinary shares and 651,500 warrants. The number of Class A ordinary shares includes (i) 10,000,000 Class A ordinary shares to be issued upon conversion of the founder Founder Shares, (ii) 1,153,000 Class A ordinary shares underlying the Private Placement Units, (iii) 576,729,500 Class A ordinary shares underlying the private placement units warrants and (iv) 225,150,000 Class A ordinary shares underlying the private Private placement Placement units Units issued upon conversion of the working capital loans. The number of warrants includes 576,500 private placement warrants and 75,000 private placement warrants issued upon conversion of the working capital loans. The holders of these securities are entitled to make up to three demands, excluding short form demands, that we the Company register registers such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to our the completion of our the initial business combination. Notwithstanding the foregoing, Cantor may not exercise its demand and "piggyback" registration rights after five (5) and seven (7) years, respectively, after the effective date of the registration statement filed in connection with our Public Offering and may not exercise its demand rights on more than one occasion. We The Company will bear the expenses incurred in connection with the filing of any such registration statements. Listing of Securities Our units Units, Class A ordinary shares and Public warrants Warrants are listed on NYSE under the symbols "VCXB.U," "VCXB" and "VCXB.WS," respectively. EXHIBIT-Exhibit 10.11 THIS AMENDED AND RESTATED PROMISSORY NOTE ("NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR

INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. AMENDED AND RESTATED PROMISSORY NOTE Principal Amount: \$ 250, 000 Dated as of November 14, 2022 WHEREAS, on November 14, 2022, 10X Capital Venture Acquisition Corp. III, a Cayman Islands exempted company (“ Maker ”), issued that certain Promissory Note (the “ Original Note ”) to 10X Capital SPAC Sponsor III LLC, a Cayman Islands limited liability company, or its registered assigns or successors in interest (“ Payee ”); and WHEREAS, Maker and Payee desire to amend and restate in its entirety the Original Note on the terms and conditions provided in this Note. NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by each of the parties hereto, the parties agree as follows: Maker promises to pay to the order of Payee, or order, the principal sum of Two Hundred and Fifty Thousand Dollars (\$ 250, 000) or such lesser amount as shall have been advanced to Payee to Maker and shall remain unpaid under this Note on the Maturity Date (as defined below) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account as Payee may from time to time designate by written notice in accordance with the provisions of this Note. 1. Principal. The entire unpaid principal balance of this Note shall be payable on the earlier of: (i) the date on which Maker consummates its Business Combination (as defined below) or (ii) the day prior to the date the Maker elects to liquidate and dissolve in accordance with the provisions of its Second Amended and Restated Memorandum and Articles of Association, as may be amended from time to time (such earlier date, the “ Maturity Date ”). The principal balance may be prepaid at any time. Under no circumstances shall any individual, including but not limited to any officer, director, employee or shareholder of Maker, be obligated personally for any obligations or liabilities of Maker hereunder. 2. Drawdown Requests. Maker and Payee agree that Maker may request, from time to time, up to Two Hundred and Fifty Thousand Dollars (\$ 250, 000) in drawdowns under this Note to be used for costs and expenses related to Maker’s diligence and completion of its initial business combination (the “ Business Combination ”). Principal of this Note may be drawn down from time to time prior to the Maturity Date upon written request from Maker to Payee (each, a “ Drawdown Request ”). Each Drawdown Request must state the amount to be drawn down, and must not be an amount less than One Thousand Dollars (\$ 1, 000). Payee shall fund each Drawdown Request no later than three (3) business days after receipt of a Drawdown Request; provided, however, that the maximum amount of drawdowns outstanding under this Note at any time may not exceed Two Hundred and Fifty Thousand Dollars (\$ 250, 000). No fees, payments or other amounts shall be due to Payee in connection with, or as a result of, any Drawdown Request by Maker. 3. Interest. No interest shall accrue on the unpaid principal balance of this Note. 4. Application of Payments. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney’s fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note. 5. Events of Default. The following shall constitute an event of default (“ Event of Default ”): (a) Failure to Make Required Payments. Failure by Maker to pay the principal amount due pursuant to this Note within five (5) business days of the date specified above. (b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing. (c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding- up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days. 6. Optional Conversion. (a) Optional Conversion. At the option of Payee, at any time on or prior to the Maturity Date, any amounts outstanding under this Note (or any portion thereof), up to \$ 1, 500, 000 in the aggregate, may be converted into up to an additional 150, 000 private placement- equivalent units of Maker at a price of \$ 10. 00 per unit (the “ Working Capital Units ”), each consisting of one Class A ordinary share, par value \$ 0. 0001 per share, of Maker (the “ Ordinary Shares ”) and one- half of one redeemable warrant (the “ Working Capital Warrants ”). If Payee elects such conversion, the terms of such Working Capital Units issued in connection with such conversion shall be identical to the units issued to Payee in the private placement that closed on January 11, 2022 (the “ Private Placement Units ”) in connection with Maker’s initial public offering (the “ IPO ”), with each Private Placement Unit consisting of one Ordinary Share and one- half of one redeemable warrant (the “ Private Placement Warrants ”). Each Working Capital Warrant entitles the holder thereof to purchase one Ordinary Share at a price of \$ 11. 50 per share, subject to the same adjustments applicable to the Private Placement Warrants. Before this Note, or any portion thereof, may be converted pursuant to this Section 6 (a), Payee shall surrender this Note, duly endorsed, at the office of Maker and shall state therein the amount of the unpaid principal of this Note to be converted and the name or names in which the certificates for Working Capital Units are to be issued (or the book- entries to be made to reflect ownership of such Working Capital Units with Maker’s transfer agent). The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of this Note and the person or persons entitled to receive the Working Capital Units upon such conversion shall be treated for all purposes as the record holder or holders of such

Working Capital Units (and the underlying Ordinary Shares and Working Capital Warrants) as of such date. Each such newly issued Working Capital Unit shall include a restricted legend that contemplates the same restrictions as the Private Placement Units. The Working Capital Warrants, Ordinary Shares issuable upon exercise of the Working Capital Warrants and Ordinary Shares issuable upon exercise of the Working Capital Units shall constitute “Registrable Securities” pursuant to that certain Registration Rights Agreement, dated January 11, 2022, by and among Maker, Payee and the holders signatory thereto. (b) Remaining Principal. All accrued and unpaid principal of this Note that is not then converted into Working Capital Units shall continue to remain outstanding and be subject to the conditions of this Note. (c) Fractional Warrants; Effect of Conversion. No fractional Working Capital Warrants shall be issued upon conversion of this Note. In lieu of any fractional Working Capital Warrants to Payee upon conversion of this Note, Maker shall pay to Payee an amount equal to the product obtained by multiplying the Conversion Price by the fraction of a Working Capital Warrant not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of any amounts specified in this Section 6 (c), this Note shall be cancelled and void without further action of Maker or Payee, and Maker shall be forever released from all its obligations and liabilities under this Note. 7. Remedies. (a) Upon the occurrence of an Event of Default specified in Section 5 (a) hereof, Payee may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding. (b) Upon the occurrence of an Event of Default specified in Sections 5 (b) or 5 (c), the unpaid principal balance of this Note, and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee. 8. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof or any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee. 9. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker’s liability hereunder. 10. Notices. All notices, statements or other documents which are required or contemplated by this Note shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party and (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail. 11. Construction. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. 12. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. 13. Trust Waiver. Notwithstanding anything herein to the contrary, Payee hereby waives any and all right, title, interest or claim of any kind (“ Claim ”) in or to any distribution of or from the trust account in which the proceeds of the IPO conducted by Maker (including the deferred underwriters discounts and commissions) and the proceeds of the sale of the Private Placement Units were deposited, as described in greater detail in the registration statement and prospectus filed with the Securities and Exchange Commission in connection with the IPO, and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the trust account for any reason whatsoever. 14. Amendment; Waiver. Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and Payee. 15. Assignment. No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void. 16. Transfer of this Note or Securities Issuable on Conversion. With respect to any sale or other disposition of this Note or securities into which this Note may be converted, Payee shall give written notice to Maker prior thereto, describing briefly the manner thereof, together with (i) except for a Permitted Transfer, in which case the requirements in this clause (i) shall not apply, a written opinion reasonably satisfactory to Maker in form and substance from counsel reasonably satisfactory to Maker to the effect that such sale or other distribution may be effected without registration or qualification under any federal or

state law then in effect and (ii) a written undertaking executed by the desired transferee reasonably satisfactory to Maker in form and substance agreeing to be bound by the restrictions on transfer contained herein. Upon receiving such written notice, reasonably satisfactory opinion, or other evidence, and such written acknowledgement, Maker, as promptly as practicable, shall notify Payee that Payee may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the note delivered to Maker. If a determination has been made pursuant to this Section 16 that the opinion of counsel for Payee, or other evidence, or the written acknowledgment from the desired transferee, is not reasonably satisfactory to Maker, Maker shall so notify Payee promptly after such determination has been made. Each Note thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for Maker such legend is not required in order to ensure compliance with the Securities Act. Maker may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration on the books maintained for such purpose by or on behalf of Maker. Prior to presentation of this Note for registration of transfer, Maker shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and Maker shall not be affected by notice to the contrary. For purposes hereof " Permitted Transfer " shall have the same meaning as any transfer that would be permitted for the Private Placement Units under the Letter Agreement, dated January 11, 2022, among Maker, Payee and the other parties thereto. [Signature pages follow] IN WITNESS

WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the day and year first above written. 10X CAPITAL VENTURE ACQUISITION CORP. III By: / s / Hans Thomas Name: Hans Thomas Title: Chief Executive Officer [Signature Page to Promissory Note] Acknowledged and agreed as of the date first above written. 10X Capital SPAC Sponsor III LLC By: / s / Hans Thomas Name: Hans Thomas Title: Manager [Signature Page to Promissory Note] Exhibit 31. 1 CERTIFICATION OF CHIEF EXECUTIVE OFFICER

PURSUANT TO RULE 13A- 14 (A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES- OXLEY ACT OF 2002-I, Hans Thomas, certify that: (1 -) I have reviewed this Annual Report on Form 10- K for the year ended December 31, 2021 of 10X Capital Venture Acquisition Corp. III (the " registrant ") for the fiscal year ended December 31, 2022 ; (2 -) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; (3 -) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; (4 -) The registrant' s other certifying officer (s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a- 15 (e) and 15d- 15 (e)) for the registrant and internal control over financial reporting (as defined in Exchange Act Rules 13a- 15 (f) and 15d- 15 (f)) for the registrant and have: (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and (b) (Paragraph omitted pursuant to Exchange Act Rules 13a- 14 (a) be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and 15d- 15 (a) the preparation of financial statements for external purposes in accordance with generally accepted accounting principles ; (c) Evaluated the effectiveness of the registrant' s disclosure controls and procedures and presented in this report my-our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and (d) Disclosed in this report any change in the registrant' s internal control over financial reporting that occurred during the registrant' s most recent fiscal quarter (the registrant' s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant' s internal control over financial reporting; and (5 -) The registrant' s other certifying officer (s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions): (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant' s internal control over financial reporting. Date: ~~March 31~~ April 13, 2022-2023 / s / Hans Thomas Hans Thomas Chief Executive Officer (Principal Executive Officer) EXHIBIT Exhibit

31. 2 CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13A- 14 (A) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES- OXLEY ACT OF 2002 I, Guhan Kandasamy, certify that: 1- I have reviewed this Annual Report on Form 10- K for the year ended December 31, 2021 of 10X Capital Venture Acquisition Corp. III; 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; 4. The registrant' s other certifying officer (s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a- 15 (e) and 15d- 15 (e)) for the registrant and internal control over financial reporting (as defined in Exchange Act Rules 13a- 15 (f) and 15d- 15 (f)) for the registrant and have: a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures

to be designed under my supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and b) (Paragraph omitted pursuant to Exchange Act Rules 13a-14 (a) and 15d-15 (a); e) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and 5. The registrant's other certifying officer (s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions): a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: ~~March 31, 2022~~ **April 13, 2022-2023** /s/ Guhan Kandasamy Guhan Kandasamy Chief Financial Officer (Principal Financial and Accounting Officer) EXHIBIT Exhibit 32. 1 CERTIFICATION PURSUANT TO 18 U. S. C. SECTION ~~SECTION~~ **SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002** In connection with the Annual Report of 10X Capital Venture Acquisition Corp. III (the " Company ") on Form 10- K for the year ended ~~period ending~~ **December 31, 2021-2022**, as filed with the Securities and Exchange Commission on the date hereof (the " Report "), I, Hans Thomas, Chief Executive Officer of the Company, certify, pursuant to 18 U. S. C. § ~~Section~~ **Section 1350**, as adopted pursuant to § ~~Section~~ **Section 906** of the Sarbanes- Oxley Act of 2002, that ~~to the best of my knowledge: (1 -) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and (2 -The)~~ **To my knowledge, the** information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company **as of and for the period covered by the Report.** Exhibit Dated: ~~March 31, 2022~~ /s/ Hans Thomas Hans Thomas Chief Executive Officer (Principal Executive Officer) EXHIBIT 32. 2 CERTIFICATION PURSUANT TO 18 U. S. C. SECTION ~~SECTION~~ **SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002** In connection with the Annual Report of 10X Capital Venture Acquisition Corp. III (the " Company ") on Form 10- K for the **financial statements.** ~~Off org / extlink & oid = 126999549 & loc = d3e4332- 108586~~ Reference 3: ~~http:// fasb.org / us - gaap / role / ref / legacyRef~~ **Balance Sheet Arrangements and Contractual Obligations As of December 31, 2021 and 2020, we did not have any off - gaap / role / ref / legacyRef balance sheet arrangements as defined in Item 303 (a) (4) (ii) of Regulation S - Publisher FASB - K and did not have any commitments or contractual obligations.** JOBS Act On April 5, 2012, the JOBS Act was signed into law. The JOBS Act contains provisions that, among other things, relax certain reporting requirements for qualifying public companies. We qualify as an " emerging growth company " under the JOBS Act and are allowed to comply with new or revised accounting pronouncements based on the effective date for private (not publicly traded) companies. We elected to delay the adoption of new or revised accounting standards, and as a result, we may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non - Name emerging growth companies. As a result, our financial statements may not be comparable to companies that comply with new or revised Accounting - accounting Standards Codification pronouncements as of public company effective dates. As an " emerging growth company ", we are not required to, among other things, (i) provide an auditor' s attestation report on our system of internal controls over financial reporting pursuant to Section 404, (ii) provide all of the compensation disclosure that may be required of non - Topic 230 emerging growth public companies under the Dodd - SubTopic Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the 58PCAOB regarding mandatory audit firm rotation or a supplement to the auditor' s report providing additional information about the audit and the financial statements (auditor discussion and analysis), and (iv) disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the CEO' s compensation to median employee compensation. These exemptions will apply for a period of five years following the completion of our initial public offering or until we are no longer an " emerging growth company, " whichever is earlier. ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK. We are a smaller reporting company as defined by Rule 12b- 2 of the Exchange Act and are not required to provide the information otherwise required under this item. ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA. This information appears following Item 15 of this Annual Report on Form ~~10- Section - K~~ and is incorporated herein by reference. 59 INDEX TO FINANCIAL STATEMENTS Page Audited Financial Statements Report of WithumSmith Brown, PC, Independent Registered Public Accounting Firm (PCAOB ID Number 100) F- 2 Balance Sheet as of December 31, 2021 F- 3 Statement of Operations for the period from February 10, 2021 (inception) through December 31, 2021 F- 4 Statement of Changes in Shareholder' s Deficit for the period from February 10, 2021 (inception) through December 31, 2021 F- 5 Statement of Cash Flows for the period from February 10, 2021 (inception) through December 31, 2021 F- 6 Notes to Financial Statements F- 7 F- 1 Report of Independent Registered Public Accounting Firm To the Shareholders and the Board of Directors of 10X Capital Venture Acquisition Corp. III Opinion on the Financial Statements We have audited the accompanying balance sheet of 10X Capital Venture Acquisition Corp. III (the " Company ") as of December 31, 2021, the related statements of operations, changes in shareholders' deficit and cash flows for the period from February 10, 2021 (inception) through December 31, 2021, and the related notes (collectively referred to as the " financial statements "). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period from February 10, 2021 (inception) through December 31, 2021, in conformity with accounting

Type:xbri:stringItemType Balance Type:na Period Type:durationX-ReferencesNo definition available. Details Name:vexb_CashFlowsFromFinancingActivitiesAbstract Namespace Prefix:vexb_Data Type:xbri:stringItemType Balance Type:na Period Type:durationX-ReferencesNo definition available. Details Name:vexb_CashFlowsFromInvestingActivitiesAbstract Namespace Prefix:vexb_Data Type:xbri:stringItemType Balance Type:na Period Type:durationX-DefinitionAmount of deferred underwriting commissions. ReferencesNo definition available. Details Name:vexb_DeferredUnderwritingCommissions Namespace Prefix:vexb_Data Type:xbri:monetaryItemType Balance Type:credit Period Type:durationX-DefinitionGeneral and administrative expenses paid by related party in exchange of for issuance of class Class B ordinary shares .ReferencesNo definition available. Details Name:10,547 Changes in operating assets and liabilities :

vexb_GeneralandadministrativeexpensespaidbyrelatedpartyinexchangeofissuanceofClassBordinaryshares Namespace Prefix:Prepaid expenses (26,800) Accounts payable 33,223 Accrued expenses 27,637 Net cash used in operating activities — Net change in cash — Cash — beginning of the period — Cash — end of the period \$ — Supplemental disclosure of noncash financing activities : vexb_Data Type:xbri:monetaryItemType Balance Type:debit Period Type:durationX-DefinitionOffering Offering costs paid by Sponsor in exchange for issuance of Class B ordinary shares \$ 14,453 Offering costs included in accounts payable \$ 182,024 Offering .ReferencesNo definition available. Details Name:vexb_OfferingCostsIncludedInAccountsPayable Namespace Prefix:vexb_Data Type:xbri:monetaryItemType Balance Type:credit Period Type:durationX-DefinitionOffering costs included in accrued expenses \$ 208 .ReferencesNo definition available. Details Name:vexb_OfferingCostsIncludedInAccruedExpenses Namespace Prefix:vexb_Data Type:xbri:monetaryItemType Balance Type:credit Period Type:durationDescription of Organization - Business Operations 854 Offering costs paid by related party under promissory note \$ 134,771 The accompanying notes are and an integral part Going Concern 12 Months Ended Dec.31,2022 Description of these financial statements.F- organization,business operations and going concern [Abstract] DESCRIPTION OF ORGANIZATION,BUSINESS OPERATIONS AND GOING CONCERN NOTE 6NOTE 1.DESCRPTION OF ORGANIZATION,BUSINESS OPERATIONS AND GOING CONCERN 10X Capital Venture Acquisition Corp.III (the “ Company ”) is a blank check company incorporated as a Cayman Islands exempted company on February 10,2021.The Company was formed for the purpose of effecting a merger,share exchange,asset acquisition,share purchase,reorganization or similar business combination with one or more businesses or entities (the “ Business Combination ”). The Company has not selected any specific Business Combination target and the Company has not,nor has anyone on its behalf,engaged in any substantive discussions,directly or indirectly,with any Business Combination target with respect to the initial Business Combination with the Company. As of December 31, 2022-2021 ; the Company had not commenced any operations.All activities through December 31, 2022-2021 related relates to the Company’ s formation and the initial public offering (“ Initial Public Offering ”),which is described below ,and,subsequent to the Initial Public Offering,the search for a Business Combination.The Company will not generate any operating revenues until after the completion of its initial Business Combination,at the earliest.The Company will generate non- operating income in the form of interest income from the proceeds held in derived from the Trust Account (Initial Public Offering.The Company has selected December 31 as defined below) its fiscal year end .The Company’ s Sponsor is 10X Capital SPAC Sponsor III LLC,a Cayman Islands limited liability company (the “ Sponsor ”).The registration statement for the Company’ s Initial Public Offering was declared effective on January 11,2022.On January 14,2022,the Company consummated its Initial Public Offering of 30,000,000 units (the “ Units ” and,with respect to the Class A ordinary shares included in the Units being offered,the “ Public Shares ”),including the issuance of 3,900,000 Units as a result of the underwriter’ s partial exercise of their over-allotment option,at \$ 10.00 per unit Unit ,generating gross proceeds of \$ 300.0 million,and incurring offering costs of approximately \$ 20.2 million,of which approximately \$ 14.3 million was for deferred underwriting commissions (see-Note 6).Each Unit consists of one Class A ordinary share,par value \$ 0.001 per share,of the Company (the “ Public Shares ”) and one-half of one redeemable warrant of the Company (each whole warrant,a “ Public Warrant ”).Simultaneously with the closing of the Initial Public Offering,the Company consummated the private placement (“ Private Placement ”) of 1,153,000 units (each,a “ Private Placement Unit ” and collectively,the “ Private Placement Units ”) at a price of \$ 10.00 per Private Placement Unit to the Sponsor and Cantor Fitzgerald & Co.(“ Cantor ”),generating proceeds of approximately \$ 11.5 million (see-Note 4).Each Private Placement Unit consists of one Class A ordinary share (the “ Private Placement Shares ”) and one-half of one redeemable warrant (each whole warrant,a “ Private Placement Warrant ”).Upon the closing of the Initial Public Offering and the Private Placement,\$ 304.5 million (\$ 10.15 per Unit) of net proceeds,including the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement,was placed in a trust account (“ Trust Account ”) and invested only in U.S.government treasury obligations with a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a- 7 under the Investment Company Act of 1940,as amended (the “ Investment Company Act ”),which invest only in direct U.S.government treasury obligations.Except with respect to interest earned on the funds held in the Trust Account that may be released to the Company to pay its taxes,the proceeds from the Initial Public Offering and the sale of the Private Placement Units will not be released from the Trust Account until the earliest of (i) the completion of the initial Business Combination,(ii) the redemption of the Public Shares if the Company is unable to complete the initial Business Combination within 18-12 months from the closing of the Initial Public Offering,or July January 14,2023 (the “ Combination Period ”),subject to applicable law,and (iii) the redemption of the Public Shares properly submitted in connection with a shareholder vote to amend the Company’ s second-amended and restated memorandum and articles of association (the “ Amended and Restated Articles of Association ”) to modify the substance or timing of its obligation to redeem 100 % of the Public Shares if the Company has not consummated the initial Business Combination within the Combination Period or with respect to any other material provisions relating to shareholders’ rights or pre- initial Business Combination activity.The proceeds deposited in the Trust Account could become subject to the claims of the Company’ s creditors,if any,which could have priority over the claims

of the Public Shareholders (as defined below). The Company's management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the Private Placement **Units**, although substantially all of the net proceeds are intended to be generally applied toward consummating a Business Combination (less deferred underwriting commissions). The **Company's** Business Combination must be with one or more target businesses that together have a fair market value equal to at least 80 % of the net balance in the Trust Account (excluding the amount of deferred underwriting discounts held and taxes payable on the income earned on the Trust Account) at the time of the signing an agreement to enter into a Business Combination. However, the Company will only complete a Business Combination if the post- Business Combination company owns or acquires 50 % or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act. There is no assurance that the Company will be able to successfully effect a Business Combination. **F- The 7** The Company will provide the holders of the Company's outstanding Public Shares (the " Public Shareholders ") with the opportunity to redeem all or a portion of their Public Shares upon the completion of the **initial** Business Combination either (i) in connection with a shareholder meeting called to approve the Business Combination or (ii) without a shareholder vote by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a proposed Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The Public Shareholders are entitled to redeem their Public Shares at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account calculated as of two business days prior to the consummation of the initial Business Combination, including interest earned on the funds held in the Trust Account (which interest shall be net of taxes payable), divided by the number of then outstanding Public Shares, subject to the limitations and on the conditions described herein. The amount in the Trust Account was initially \$ 10.15 per Public Share. All of the Public Shares contain a redemption feature which allows for the redemption of such Public Shares in connection with the liquidation, if there is a shareholder vote or tender offer in connection with the initial Business Combination and in connection with certain amendments to the **amended and restated memorandum and articles of association (the " Amended and Restated Memorandum and Articles of Association ")**. In accordance with U.S. Securities and Exchange Commission (the " SEC ") and its guidance on redeemable equity instruments, which has been codified in the Financial Accounting Standards Board's (" FASB ") Accounting Standards Codification (" ASC ") Topic 480, " Distinguishing Liabilities from Equity " (" ASC 480 "), paragraph 10- S99, redemption provisions not solely within the control of a company require ordinary shares subject to redemption to be classified outside of permanent equity. Accordingly, all of the Public Shares are presented as temporary equity, outside of the shareholders' **deficit equity** section of the Company's **consolidated balance sheets- sheet**. Given that the Public Shares were issued with other freestanding instruments (i.e., public warrants), the initial carrying value of Class A ordinary shares classified as temporary equity will be the allocated proceeds determined in accordance with ASC 470- 20. The Class A ordinary shares will be subject to ASC 480- 10- S99. If it is probable that the equity instrument will become redeemable, the Company has the option to either (i) accrete changes in the redemption value over the period from the date of issuance (or from the date that it becomes probable that the instrument will become redeemable, if later) to the earliest redemption date of the instrument or (ii) recognize changes in the redemption value immediately as they occur and adjust the carrying amount of the instrument to equal the redemption value at the end of each reporting period. The Company elected to recognize the changes in redemption value immediately. The changes in redemption value were recognized as a one-time charge against additional paid- in capital (to the extent available) and accumulated deficit. While in no event will the Company redeem the Public Shares if such redemption would cause the Company's Class A ordinary shares to be considered " penny stock " (as such term is defined in Rule 3a51- 1 under the Securities Exchange Act of 1934, as amended (the " Exchange Act ")), the Public Shares are redeemable and will be classified as **redeemable such** on the **consolidated balance sheets- sheet** until such date that a redemption event takes place. If the Company is unable to complete the **initial** Business Combination within the Combination Period, the Company will: (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per- share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account (which interest shall be net of taxes payable and up to \$ 100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidating distributions, if any), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining shareholders and the board of directors, liquidate and dissolve, subject, in each case, to the Company's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law. The holders of the Founder Shares (as defined in Note 5) prior to **the this** Initial Public Offering (the " Initial Shareholders ") agreed to (i) waive their redemption rights with respect to any Founder Shares and Public Shares they hold in connection with the completion of the initial Business Combination, (ii) waive their redemption rights with respect to any Founder Shares and Public Shares they hold in connection with a shareholder vote to approve an amendment to the Company's Amended and Restated Memorandum and Articles of Association, and (iii) waive their rights to liquidating distributions from the Trust Account with respect to any Founder Shares they hold if the Company **F- fails 8 fails** to complete the initial Business Combination within the Combination Period or any extended period of time that the Company may have to consummate the initial Business Combination as a result of an amendment to the Company's Amended and Restated Memorandum and Articles of Association (although they will be entitled to liquidating distributions from the Trust Account with respect to any Public Shares they hold if the Company fails to complete the initial Business Combination within the Combination Period). The Company's Sponsor agreed that it will be liable to the Company if and to the extent any claims by a third party for services rendered or products sold to the Company, or a prospective target business with which the Company has entered into a written letter of intent, confidentiality or other similar agreement or Business Combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) \$ 10.15 per public share and (ii) the actual amount per Public

Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than \$ 10.15 per Public Share due to reductions in the value of the Trust assets, less taxes payable, provided that such liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) nor will it apply to any claims under the Company's indemnity of the underwriter of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act. However, the Company has not asked the Sponsor to reserve for such indemnification obligations, nor has the Company independently verified whether the Sponsor has sufficient funds to satisfy its indemnity obligations and the Company believes that the Sponsor's only assets are securities of the Company. Therefore, the Company cannot assure that the Sponsor would be able to satisfy those obligations.

Extraordinary General Meeting On December 28, 2022, the Company held an extraordinary general meeting of shareholders (the "Extraordinary General Meeting"), at which holders of 29,486,306 ordinary shares, comprised of the Company's Class A ordinary shares, par value \$ 0.0001 per share ("Class A ordinary shares"), and the Company's Class B ordinary shares, par value \$ 0.0001 per share ("Class B ordinary shares," together with the Class A ordinary shares, the "ordinary shares"), were present in person or by proxy, representing approximately 71.65% of the voting power of the 41,153,000 issued and outstanding ordinary shares of the Company, comprised of 31,153,000 Class A ordinary shares and 10,000,000 Class B ordinary shares, entitled to vote at the Extraordinary General Meeting at the close of business on November 21, 2022, which was the record date (the "Record Date") for the Extraordinary General Meeting. The Company's shareholders of record as of the close of business on the Record Date are referred to herein as "Shareholders". In connection with the Extension (as defined below), a total of 186 Shareholders elected to redeem an aggregate of 25,943,810 Class A ordinary shares, representing approximately 83.28% of the issued and outstanding Class A ordinary shares. The payments for these redemptions took place on January 4, 2023.

Proposed Business Combination and Termination On December 20, 2022, the Company entered into an Agreement and Plan of Merger (as it may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement") by and among the Company, 10X Sparks Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Merger Sub"), and Sparks Energy, Inc., a Delaware corporation ("Sparks"). On February 2, 2023, the Company, Merger Sub, Sparks, and Ottis Jarrada Sparks entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement"), pursuant to which the parties thereto (i) agreed to terminate the Merger Agreement and (ii) agreed to a mutual release of all claims related to the Merger Agreement and the transactions contemplated thereby.

Liquidity and Going Concern As of December 31, 2022 ~~2021~~, the Company had **a working deficit of** approximately \$ **67-560**,000 in its operating bank account and a working deficit of approximately \$ 2.4 million. The Company's liquidity needs prior to the consummation of the Initial Public Offering were satisfied through the payment of \$ 25,000 from the Sponsor to cover **for** certain expenses on behalf of the Company in exchange for issuance of Founder Shares (as defined in Note 5), and loan proceeds from the Sponsor of approximately \$ 137,000 under the Note (as defined in Note 5). The Company fully repaid the Note (as defined in Note 5) on January 14, 2022. Subsequent to the consummation of the Initial Public Offering, the Company's liquidity has been satisfied through the net proceeds from the consummation of the Initial Public Offering and the Private Placement held outside of the Trust Account. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor, members of the Company's founding team or any of their affiliates may provide the Company with Working Capital Loans (as defined in Note 5) as may be required (of which up to \$ 1.5 million may be converted at the lender's option into **private placement warrants**). **Based on the foregoing, management believes that the Company will have sufficient working capital and borrowing capacity to meet its needs through the earlier of the consummation of a Business Combination or one year from this filing. Over this time period, the Company will be using the funds held outside of the Trust Account for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination. In connection with the Company's assessment of going concern considerations in accordance with FASB Accounting Standards Update ("ASU") 2014-15 equivalent units at a price of \$ 10.00 per unit). Based upon the analysis above, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern,"** management has determined that the Company does not have sufficient liquidity to meet its anticipated obligations for at least twelve months after the consolidated financial statements are available to be issued, as such, the events and circumstances raise substantial doubt about the Company's ability to continue as a going concern. In connection with the Company's assessment of going concern considerations in accordance with the ASC 205-40, the Company has until July 14, 2023 to consummate a Business Combination. It is uncertain that the Company will be able to consummate a Business Combination by this time. If a Business Combination is not consummated by this date, there will be a mandatory liquidation and subsequent dissolution of the Company. Management has determined that the liquidity condition and mandatory liquidation, should a Business Combination not occur, and potential subsequent dissolution raises substantial doubt about the Company's ability to continue as a going concern. **No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after January 14, 2023. The financial statements do not include any adjustment that might be necessary if the Company intends is unable to continue as a going concern. The Company plans to complete a Business business Combination combination before prior to the mandatory liquidation date. In February 2022, the Russian Federation and Belarus commenced a military action with the country of Ukraine. As a result of this action, various nations, including the United States, have instituted economic sanctions against the Russian Federation and Belarus. Further, the impact of this action and related sanctions on the world economy are not determinable as of the date of these financial statements and the specific impact on the Company's financial condition, results of operations, and cash flows is also not determinable as of the date of these financial statements.**

F-Risks **9Risks** and Uncertainties Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial

position, results of its operations and / or search for a target company, the specific impact is not readily determinable as of the date of ~~this~~ **these consolidated financial statements - statement**. The ~~consolidated financial statements - statement~~ **do does** not include any adjustments that might result from the outcome of this uncertainty. In February 2022, the Russian Federation and Belarus commenced a military action with the country of Ukraine. As a result of this action, various nations, including the United States, have instituted economic sanctions against the Russian Federation and Belarus. Further, the impact of this action and related sanctions on the world economy is not determinable as of the date of these consolidated financial statements, and the specific impact on the Company's financial condition, results of operations, and cash flows is also not determinable as of the date of these consolidated financial statements.

~~X- Definition~~ The entire disclosure for organization, consolidation and basis of presentation of financial statements disclosure. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic 205- URI https://asc.fasb.org/topic & trid=2122149](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-205-URI-https://asc.fasb.org/topic&trid=2122149) Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic 810- URI https://asc.fasb.org/topic & trid=2197479](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-810-URI-https://asc.fasb.org/topic&trid=2197479) Details Name: us-gaap_OrganizationConsolidationAndPresentationOfFinancialStatementsDisclosureTextBlock Namespace Prefix: us-gaap_Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: duration ~~X- References~~ No definition available. Details Name: vexb_DescriptionOfOrganizationBusinessOperationsAndGoingConcernAbstract Namespace Prefix: vexb_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration Basis of Presentation and Summary of Significant Accounting Policies 12 Months Ended Dec.31,2022 Accounting Policies [Abstract] BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES NOTE 2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES Basis of ~~presentation~~ **presentation** The accompanying ~~consolidated~~ financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the SEC. ~~Principles of Consolidation~~ The accompanying ~~consolidated financial statements include the accounts of the Company and its wholly owned subsidiary. All significant intercompany accounts and transactions have been eliminated in consolidation.~~ Emerging Growth ~~growth~~ **Company company** The Company is an "emerging growth company," as defined in Section 2 (a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. 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 an emerging growth 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 election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, 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 the Company's ~~consolidated~~ 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. Use of ~~Estimates~~ **estimates** The preparation of ~~consolidated financial statements in conformity with U.S. GAAP~~ requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the consolidated financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates. Cash and Cash Equivalents The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of December 31, 2022 and 2021. Investments Held in Trust Account The Company's portfolio of investments is comprised of U.S. government securities, within the meaning set forth in Section 2 (a) (16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company's investments held in the Trust Account are comprised of U.S. government securities, the investments are classified as trading securities. When the Company's investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the consolidated balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities are included in income from investments held in the Trust Account in the accompanying consolidated statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information. Concentration of Credit Risk Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation Coverage limit of \$ 250,000. Any loss incurred or lack of access to such funds could have a significant adverse impact on the Company's financial condition, results from operations, and cash flows. Fair Value of Financial Instruments The fair value of the Company's assets and liabilities, which qualify as financial instruments under the FASB ASC Topic 820, "Fair

Value Measurements,” approximates the carrying amounts represented in the consolidated balance sheets, primarily due to their short-term nature. Fair Value Measurements Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers consist of: • Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets; • Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and • Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable. In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

Working Capital Loan — Related Party The Company accounts for its New Note under ASC Topic 815, Derivatives and Hedging (“ASC 815”). Under ASC 815-15-25, the election can be made at the inception of a financial instrument to account for the instrument under the fair value option under ASC Topic 825, Financial Instruments (“ASC 825”). The primary reason for electing the fair value option is to provide better information on the financial liability amount given current market and economic conditions of the Company. As a result of applying the fair value option, the Company records each draw at fair value with a gain or loss recognized at issuance, and subsequent changes in fair value recorded as change in the fair value of convertible note — related party on the accompanying consolidated statements of operations. The fair value, with a de minimis value, and classified on a combined basis with the loan in promissory note — related party in the accompanying consolidated balance sheets.

Derivative Financial Instruments The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC 480 and FASB ASC Topic 815, “Derivatives and Hedging” (“ASC 815”). The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period. Each whole warrant of the Company, the “Public Warrants,” and one-half of one redeemable warrant, the “Private Placement Warrants,” are classified in accordance with ASC 480 and ASC 815, which provides that the warrants are not precluded from equity classification. Equity-classified contracts were initially measured at fair value (or allocated value). Subsequent changes in fair value will not year ended December 31, 2022 and for the period from February 10, 2021 (inception) through December 31, 2021. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value. The Company has considered the effect of Class B ordinary shares that were excluded from the weighted average number as they were contingent on the exercise of over-allotment option by the underwriter. Since the contingency was satisfied, with respect to the portion of the over-allotment exercised by the underwriter, the Company included these shares in the weighted average number as of the beginning of the reporting period to determine the dilutive impact of these shares. The following table presents a reconciliation of the numerator and denominator used to compute basic and diluted net income (loss) per share for each class of ordinary shares:

	For the year ended December 31, 2022	For the period from February 10, 2021 (inception) through December 31, 2021
Class A		
Class B		
Basic and diluted net income (loss) per ordinary share:		
Numerator:		
Allocation of net income (loss)- basic	\$ 524,515	\$ 173,777
Allocation of net income (loss)- diluted	\$ 523,908	\$ 174,384
Denominator:		
Basic weighted average ordinary shares outstanding	30,043,441	9,953,699
Diluted weighted average ordinary shares outstanding	30,043,441	9,953,699
Basic net income (loss) per ordinary share	\$ 0.02	\$ 0.02
Diluted net income (loss) per ordinary share	\$ 0.02	\$ 0.02

Recent Accounting Standards In June 2022, the FASB issued Accounting Standards Update (“ASU”) 2022-03, ASC Subtopic 820, “Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions.” The ASU amends ASC 820 to clarify that a contractual sales restriction is not considered in measuring an equity security at fair value and to introduce new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value. The ASU applies to both holders and issuers of equity and equity-linked securities measured at fair value. The amendments in this ASU are effective for the Company in fiscal years beginning after December 15, 2023, and interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued or made available for issuance. The Company is still evaluating the impact of this pronouncement on the consolidated financial statements. Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company’s consolidated financial statements.

X- References No definition available. Details Name: us-gaap_AccountingPoliciesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX-Definition The entire disclosure for the basis of presentation and significant accounting policies concepts. Basis of presentation describes the underlying basis used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS). Accounting policies describe all significant accounting policies of the reporting entity. References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-235-URI-https://asc.fasb.org/topic&trid=2122369> Details Name: us-gaap_BasisOfPresentationAndSignificantAccountingPoliciesTextBlock Namespace Prefix: us-gaap_ Data Type: dtr-types: textBlockItemType Balance Type: na Period Type: durationInitial Public Offering 12 Months Ended Dec. 31, 2022 Initial Public Offering [Abstract] INITIAL PUBLIC OFFERING NOTE 3.

INITIAL PUBLIC OFFERING On January 14, 2022, the Company consummated its Initial Public Offering of 30,000,000 Units, including the issuance of 3,900,000 Units as a result of the underwriter's partial exercise of their over-allotment option, at \$ 10.00 per Unit, generating gross proceeds of \$ 300.0 million, and incurring offering costs of approximately \$ 20.2 million, of which approximately \$ 14.3 million was for deferred underwriting commissions. Each Unit consists of one Class A ordinary share and one-half of one redeemable warrant. Each whole warrant will entitle the holder to purchase one Class A ordinary share at a price of \$ 11.50 per share, subject to adjustment (see Note 5). Each warrant will become exercisable 30 days after the completion of the initial Business Combination and will expire five years after the completion of the initial Business Combination, or earlier upon redemption or liquidation.

X-DefinitionThe entire disclosure for public utilities. **References**Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-980-URI-https://asc.fasb.org/topic&trid=2156578> **Details Name:** us-gaap_PublicUtilitiesDisclosure **TextBlock Namespace Prefix:** us-gaap_ **Data Type:** dtr-types: **textBlockItemType Balance Type:** na **Period Type:** duration **X-References**No definition available. **Details Name:** vcxb_InitialPublicOfferingLineItems **Namespace Prefix:** vcxb_ **Data Type:** xbrli: **stringItemType Balance Type:** na **Period Type:** duration **Private Placement 12 Months Ended Dec. 31, 2022 Private Placement [Abstract] PRIVATE PLACEMENT NOTE 4. PRIVATE PLACEMENT** Simultaneously with the closing of the Initial Public Offering, the Company consummated the Private Placement of 1,153,000 Private Placement Units, at a price of \$ 10.00 per Private Placement Unit, to the Sponsor and Cantor, generating proceeds of approximately \$ 11.5 million. Each Private Placement Unit is identical to the Units sold in the Initial Public Offering, except as described below. If the Company does not complete the initial Business Combination within the Combination Period, the Private Placement Units will expire worthless. The Private Placement Units, private placement shares underlying the Private Placement Units and private placement warrants included in the Private Placement Units are subject to the transfer restrictions described below. The Private Placement Units have terms and provisions that are identical to those of the Units sold in the Initial Public Offering. **X-References**No definition available. **Details Name:** vcxb_DisclosureOfPrivatePlacementAbstract **Namespace Prefix:** vcxb_ **Data Type:** xbrli: **stringItemType Balance Type:** na **Period Type:** duration **X-Definition**Disclosure of private placement [Text Block]. **References**No definition available. **Details Name:** vcxb_DisclosureOfPrivatePlacementTextBlock **Namespace Prefix:** vcxb_ **Data Type:** dtr: **textBlockItemType Balance Type:** na **Period Type:** duration **Related Party Transactions 12 Months Ended Dec. 31, 2022 Related Party Transactions [Abstract] RELATED PARTY TRANSACTIONS NOTE 5. RELATED PARTY TRANSACTIONS** Founder Shares In February 2021, the Company's Sponsor paid \$ 25,000, or approximately \$ 0.002 per share, to cover certain of the offering and formation costs in exchange for an aggregate of 11,672,500 Class B ordinary shares, par value \$ 0.0001 per share (the "Founder Shares"). Shares and the associated amounts have been retroactively restated to reflect (i) the surrender of 2,089,167 Class B ordinary shares for no consideration on December 1, 2021; and (ii) the share capitalization of 421,667 Class B ordinary shares on January 11, 2022; resulting in an aggregate of 10,005,000 Class B ordinary shares outstanding. The Initial Shareholders agreed to forfeit up to 1,305,000 Founder Shares to the extent that the over-allotment option is not exercised in full by the underwriter, so that the Founder Shares will represent 25% of the Company's issued and outstanding shares after the Initial Public Offering (not including the Class A ordinary shares underlying the Private Placement Units). On January 14, 2022, the underwriter partially exercised its over-allotment option to purchase additional 3,900,000 Units; thus, 5,000 Class B ordinary shares were subsequently forfeited when the over-allotment option expired on February 25, 2022. The Company's Initial Shareholders agreed not to transfer, assign or sell any of their Founder Shares until consummation of the initial Business Combination. Any permitted transferees will be subject to the same restrictions and other agreements of the Initial Shareholders with respect to any Founder Shares (the "Lock-up"). In December 2022, certain investors of the Company ("10X III Investors") entered into a non-redemption agreement with the Company and Sponsor ("Non-Redemption Agreements"). Pursuant to the Non-Redemption Agreements, such 10X III Investors agreed, for the benefit of the Company, to vote certain ordinary shares of the Company now owned or hereafter acquired (the "Investor Shares"), representing 4 million ordinary shares of the Company in the aggregate, in favor of the proposal to amend the Company's organizational documents to extend the time the Company is permitted to close a business combination and not to redeem the Investor Shares in connection with such proposal. In connection with these commitments from the 10X III Investors, Sponsor has agreed to transfer to each 10X III Investor an amount of its Class B Ordinary Shares on or promptly after the closing of the Company's initial business combination. **Promissory Note — Related Party** The Sponsor agreed to loan the Company up to \$ 300,000 pursuant to a promissory note, dated February 18, 2021 (as amended on December 31, 2021, the "Note"), to be used for a portion of the expenses of the Initial Public Offering. The Note was non-interest bearing, unsecured and due upon the closing of the Initial Public Offering. The Company borrowed approximately \$ 137,000 under the Note and fully repaid the Note balance on January 14, 2022. Subsequent to the repayment, the facility was no longer available to the Company. **Related Party Loans** In order to finance transaction costs in connection with an intended initial Business Combination, the Sponsor or an affiliate of the Sponsor or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required (the "Working Capital Loans"). If the Company completes the initial Business Combination, the Company would repay the Working Capital Loans. In the event that the initial Business Combination does not close, the Company may use a portion of the working capital held outside the Trust Account to repay the Working Capital Loans but no proceeds from the Trust Account would be used to repay the Working Capital Loans. Up to \$ 1,500,000 of the Working Capital Loans may be convertible into units of the post Business Combination entity at a price of \$ 10.00 per unit at the option of the lender. The units would be identical to the Private Placement Units. On November 14, 2022, the Company

issued an unsecured promissory note (as amended and restated on November 14, 2022, the “ New Note ”) to the Sponsor for an aggregate principal amount of up to \$ 250, 000 for working capital purposes (“ Working Capital Loan ”). The New Note bears no interest and is repayable in full upon the earlier of the consummation of our initial business combination and the day prior to the date the Company elects to liquidate and dissolve in accordance with the provisions of its Charter (such earlier date, the “ Maturity Date ”). The New Note may also be converted into additional private placement- equivalent units, at a price of \$ 10. 00 per unit, at the option of the holder of the New Note at any time on or prior to the Maturity Date. As of December 31, 2022 and 2021, the Company had \$ 250, 000 and \$ 0 of such Working Capital Loans outstanding, respectively. Administrative Support Agreement On January 11, 2022, the Company entered into an agreement with the Sponsor, pursuant to which the Company agreed to pay the Sponsor a total of \$ 37, 500 per month for office space, secretarial, and administrative services through the earlier of the Company’ s consummation of a Business Combination and its liquidation. Upon consummation of a Business Combination, any remaining monthly payments shall be accelerated and due. For the year ended December 31, 2022 and period from February 10, 2021 (inception) through December 31, 2021, the Company incurred and paid approximately \$ 413, 000 and \$ 0 of administrative support expense, respectively. There were no outstanding balances as of December 31, 2022 and 2021. The Sponsor, executive officers and directors, or any of their respective affiliates, will be reimbursed for any out- of- pocket expenses incurred in connection with activities on the Company’ s behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. The Company’ s audit committee will review on a quarterly basis all payments that were made by the Company to the Sponsor, officers, directors or their affiliates. For the year ended December 31, 2022 and 2021, the Company incurred approximately \$ 233, 000 and \$ 0, respectively in such costs and there was no outstanding amount as of December 31, 2022 and 2021, respectively, payable to the executive officers and related parties, as reflected in the accompanying balance sheets. X- ReferencesNo definition available. Details Name: us- gaap_RelatedPartyTransactionsAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure for related party transactions. Examples of related party transactions include transactions between (a) a parent company and its subsidiary; (b) subsidiaries of a common parent; (c) and entity and its principal owners; and (d) affiliates. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(d\)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph (d)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph (b)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 1- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864)Reference 4: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- URI https://asc.fasb.org/topic&trid=2122745>Reference 5: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 850- SubTopic 10- Section 50- Paragraph 6- URI https://asc.fasb.org/extlink&oid=6457730&loc=d3e39691-107864> Details Name: us- gaap_RelatedPartyTransactionsDisclosureTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationCommitments and contingencies 12 Months Ended Dec. 31, 2022 Commitments and contingencies [Abstract] COMMITMENTS AND CONTINGENCIES NOTE 6. COMMITMENTS AND CONTINGENCIES Registration and Shareholder Rights The holders of the Founder Shares, Private Placement Units, private placement shares underlying the Private Placement Units, private placement warrants underlying the Private Placement Units, the Class A ordinary shares underlying such private placement warrants, and units that may be issued upon conversion of the Working Capital Loans will have registration rights which will require the Company to register a sale of any of the aforementioned securities of the Company held by them pursuant to a registration rights agreement signed upon the effective date of the Initial Public Offering. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, the holders have certain “ piggyback ” registration rights with respect to registration statements filed subsequent to the completion of the initial Business Combination. Notwithstanding the foregoing, Cantor may not exercise its demand and “ piggyback ” registration rights after five (5) and seven (7) years, respectively, after the effective date of the registration statement and may not exercise its demand rights on more than one occasion. The Company will bear the expenses incurred in connection with the filing of any such registration statements. Underwriting Agreement The Company granted the underwriter a 45- day option from the date of the Initial Public Offering to purchase up to an additional 3, 915, 000 Units to cover over- allotments, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On January 14, 2022, the underwriter partially exercised the over- allotment option to purchase additional 3, 900, 000 Units. On February 25, 2022, the remaining over- allotment option expired unexercised. The underwriter was entitled to a cash underwriting discount of approximately \$ 5. 2 million in the aggregate paid upon the closing of the Initial Public Offering. An additional fee of approximately \$ 14. 3 million in the aggregate will be payable to the underwriter for deferred underwriting commission. The deferred fee will become payable to the underwriter from the amounts held in the Trust Account solely in the event that the Company completes an initial Business Combination, subject to the terms of the underwriting agreement for the Initial Public Offering. X- ReferencesNo definition available. Details Name: us- gaap_CommitmentsAndContingenciesDisclosureAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure for commitments and contingencies. ReferencesReference 1: <http://fasb.org/us-gaap/>

role / ref / legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 440- URI https://asc.fasb.org / topic & trid = 2144648Reference 2: http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 954- SubTopic 440- Section 50- Paragraph 1- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=6491277&loc=d3e6429-115629Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef- Publisher FASB- Name Accounting Standards Codification- Topic 450- URI https://asc.fasb.org / topic & trid = 2127136Reference 4: http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 440- SubTopic 10- Section 50- Paragraph 4- Subparagraph (c)- URI https://asc.fasb.org/extlink&oid=123406679&loc=d3e25336-109308Reference 5: http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 440- SubTopic 10- Section 50- Paragraph 4- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=123406679&loc=d3e25336-109308

Details Name: us- gaap_ CommitmentsAndContingenciesDisclosureTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationClass A Ordinary Shares Subject To Possible Redemption 12 Months Ended Dec. 31, 2022 Ordinary Shares Subject To Possible Redemption [Abstract] CLASS A ORDINARY SHARES SUBJECT TO POSSIBLE REDEMPTION NOTE 7. CLASS A ORDINARY SHARES SUBJECT TO POSSIBLE REDEMPTION The Company's Class A ordinary shares contain certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of future events. The Company is authorized to issue 500,000,000 Class A ordinary shares with a par value of \$ 0.0001 per share. Holders of Company's Class A ordinary shares are entitled to one vote for each share. As of December 31, 2022 and 2021, there were 31,153,000 shares of Class A ordinary shares outstanding, of which 30,000,000 shares were subject to possible redemption and are classified outside of permanent equity in the consolidated balance sheets. On December 28, 2022, a total of 186 shareholders elected to redeem an aggregate of 25,943,810 Class A ordinary shares, representing approximately 83.28% of the issued and outstanding Class A ordinary shares. The settlement of these shares took place on January 4, 2023. Upon which, there were 4,056,190 Class A ordinary shares subject to possible redemption outstanding. The Class A ordinary shares subject to possible redemption reflected on the accompanying consolidated balance sheets are reconciled in the following table: Gross proceeds \$ 300,000,000 Less: Proceeds allocated to Public Warrants (12,300,000) Class A ordinary shares issuance costs (19,410,782) Plus: Accretion of carrying value to redemption value 36,210,782 Increase in redemption value of Class A ordinary shares subject to possible redemption 4,061,515 Class A ordinary shares subject to possible redemption as of December 31, 2022 \$ 308,561,515 X- ReferencesNo definition available. Details Name: vccb_ OrdinarySharesSubjectToPossibleRedemptionAbstract Namespace Prefix: vccb_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure for ordinary shares subject to possible redemption. ReferencesNo definition available. Details Name: vccb_ OrdinarySharesSubjectToPossibleRedemptionTextBlock Namespace Prefix: vccb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationShareholders' Deficit 12 Months Ended Dec. 31, 2022 Stockholders' Equity Note [Abstract] SHAREHOLDERS' DEFICIT NOTE 8. SHAREHOLDERS' DEFICIT Preference Shares — The Company is authorized to issue a total of 1,000,000 preference shares at par value of \$ 0.0001 each. As of December 31, 2022 and 2021, there were no preference shares issued or outstanding. Class A Ordinary Shares- The Company is authorized to issue a total of 500,000,000 Class A ordinary shares at par value of \$ 0.0001 each. As of December 31, 2022, there were 30,000,000 Class A redeemable ordinary shares issued and outstanding, which were subject to possible redemption and were classified outside of permanent equity on the consolidated balance sheets and 1,153,000 non- redeemable Class A ordinary shares issued and outstanding. On December 28, 2022, a total of 186 shareholders elected to redeem an aggregate of 25,943,810 Class A ordinary shares, representing approximately 83.28% of the issued and outstanding Class A ordinary shares. The settlement of these shares took place on January 4, 2023. Upon which, there were 4,056,190 Class A ordinary shares subject to possible redemption outstanding. As of December 31, 2021, there were no Class A ordinary shares issued or outstanding. Class B Ordinary Shares — The Company is authorized to issue a total of 50,000,000 Class B ordinary shares at par value of \$ 0.0001 each. As of December 31, 2022 and 2021, there were 10,000,000 and 10,005,000 Class B ordinary shares issued and outstanding, respectively (see Note 5). The Founder Shares will automatically convert into Class A ordinary shares concurrently with or immediately following the consummation of the initial Business Combination on a one- for- one basis, subject to adjustment for stock splits, stock dividends, reorganizations, recapitalizations and the like, and subject to further adjustment as provided herein. In the case that additional Class A ordinary shares or equity- linked securities are issued or deemed issued in connection with the initial Business Combination, the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as- converted basis, 25% of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to any redemptions of Class A ordinary shares by Public Shareholders and not including the Class A ordinary shares underlying the Private Placement Units), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity- linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding any Class A ordinary shares or equity- linked securities or rights exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Units issued to the Sponsor, officers or directors upon conversion of Working Capital Loans, provided that such conversion of Founder Shares will never occur on a less than one- for- one basis. X- ReferencesNo definition available. Details Name: us- gaap_ StockholdersEquityNoteAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure for shareholders' equity comprised of portions attributable to the parent entity and noncontrolling interest, including

other comprehensive income. Includes, but is not limited to, balances of common stock, preferred stock, additional paid-in capital, other capital and retained earnings, accumulated balance for each classification of other comprehensive income and amount of comprehensive income. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-URI-https://asc.fasb.org/topic&trid=2208762>Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-\(b\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-(b)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644)Reference 3: <http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644>Reference 4: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-\(c\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-(c)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-\(b\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-(b)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-\(SX-210.3-04\)-URI-https://asc.fasb.org/extlink&oid=120397183&loc=d3e187085-122770](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.3-04)-URI-https://asc.fasb.org/extlink&oid=120397183&loc=d3e187085-122770)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-\(d\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-(d)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-\(g\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-(g)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-\(a\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-(a)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644)Reference 10: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-\(h\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-(h)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644)Reference 11: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-\(a\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-14-Subparagraph-(a)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496171-112644)Reference 12: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-\(b\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-18-Subparagraph-(b)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496189-112644)Reference 13: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-16-Subparagraph-\(b\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496180-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-16-Subparagraph-(b)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496180-112644)Reference 14: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-\(i\)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-(i)-URI-https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644)Reference 15: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-235-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-\(SX-210.4-08\(e\)\(1\)\)-URI-https://asc.fasb.org/extlink&oid=120395691&loc=d3e23780-122690](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-235-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.4-08(e)(1))-URI-https://asc.fasb.org/extlink&oid=120395691&loc=d3e23780-122690)Reference 16: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-815-SubTopic-40-Section-50-Paragraph-6-Subparagraph-\(a\)-URI-https://asc.fasb.org/extlink&oid=126731327&loc=SL126733271-114008](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-815-SubTopic-40-Section-50-Paragraph-6-Subparagraph-(a)-URI-https://asc.fasb.org/extlink&oid=126731327&loc=SL126733271-114008) Details Name: us-gaap_StockholdersEquityNoteDisclosureTextBlock Namespace Prefix: us-gaap_Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationWarrants 12 Months Ended Dec. 31, 2022 Warrants [Abstract] WARRANTS NOTE 9. WARRANTS As of December 31, 2022, the Company had 15,000,000 Public Warrants and 576,500 Private Placement Warrants outstanding. There were no warrants issued and outstanding as of December 31, 2021. Public Warrants may only be exercised for a whole number of shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. The Public Warrants will become exercisable 30 days after the completion of a Business Combination; provided that the Company has an effective registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the Public Warrants and Exchange Commission a current prospectus relating to them is available and such shares are registered, qualified or exempt from registration under the securities laws of the state of residence of the holder (or the Company permit holders to exercise their warrants on a cashless basis under certain circumstances). The Company agreed that as soon as practicable, but in no event later than 15 business days after the closing of the initial Business Combination, the Company will use best efforts to file with the SEC a post-effective amendment to the registration statement used in connection with the Initial Public Offering or a new registration statement covering the Class A ordinary shares issuable upon exercise of the warrants and to maintain a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act or another exemption. Notwithstanding the above, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a “covered security” under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise

their warrants to do so on a “cashless basis” and, in the event the Company so elects, the Company will not be required to file or maintain in effect a registration statement, and in the event the Company does not so elect, it will use commercially reasonable efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. The warrants have an exercise price of \$ 11. 50 per share, subject to adjustments, and will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation. In addition, if (x) the Company issues additional Class A ordinary shares or equity- linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than \$ 9. 20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the initial shareholders or their affiliates, without taking into account any Founder Shares held by the initial shareholders or such affiliates, as applicable, prior to such issuance) (the “Newly Issued Price”), (y) the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date hereof of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of the Class A ordinary shares during the 10 trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the “Report Market Value”) is below \$ 9. 20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the \$ 18. 00 per share redemption trigger prices described under “Redemption of warrants for cash” will be adjusted (to the nearest cent) to be equal to 180 % of the higher of the Market Value and the Newly Issued Price. The Private Placement Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except that the Private Placement Warrants and the Class A ordinary shares issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions. Additionally, the Private Placement Warrants will be non- redeemable so long as they are held by the initial purchasers or such purchasers’ permitted transferees. If the Private Placement Warrants are held by someone other than the Initial Shareholders or their permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants. Redemption of warrants for cash: Once the warrants become exercisable, the Company may redeem the outstanding warrants (except as described herein with respect to the Private Placement Warrants): • in whole and not in part; • at a price of \$ 0. 01 per warrant; • upon a minimum of 30 days’ prior written notice of redemption to each warrant holder; and • if, and only if, the last reported sale price of Class A ordinary shares equals or exceeds \$ 18. 00 per share (as adjusted) for any 20 trading days within a 30- trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders. The Company will not redeem the warrants as described above unless a registration statement under the Securities Act covering the Class A ordinary shares issuable upon exercise of the warrants is then effective and a current prospectus relating to those Class A ordinary shares is available throughout the 30- day redemption period. In no event will the Company be required to net cash settle any warrant. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company’ s assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless. X- ReferencesNo definition available. Details Name: vxb_ WarrantsLineItems Namespace Prefix: vxb_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure of warrants. ReferencesNo definition available. Details Name: vxb_ WarrantsTextBlock Namespace Prefix: vxb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationSubsequent Events 12 Months Ended Dec. 31, 2022 Subsequent Events [Abstract] SUBSEQUENT EVENTS NOTE 10. SUBSEQUENT EVENTS The Company evaluated subsequent events and transactions that occurred up to the date consolidated financial statements were available to be issued. Based upon this review, except as noted in Note 1, the Company determined that there have been no events that have occurred that would require adjustments to the disclosures in the consolidated financial statements. X- ReferencesNo definition available. Details Name: us- gaap_ SubsequentEventsAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe entire disclosure for significant events or transactions that occurred after the balance sheet date through the date the financial statements were issued or the date the financial statements were available to be issued. Examples include: the sale of a capital stock issue, purchase of a business, settlement of litigation, catastrophic loss, significant foreign exchange rate changes, loans to insiders or affiliates, and transactions not in the ordinary course of business. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 855- URI https://asc.fasb.org/topic&trid=2122774](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 855- URI https://asc.fasb.org/topic&trid=2122774)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 855- SubTopic 10- Section 50- Paragraph 2- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=6842918&loc=SL6314017-165662](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 855- SubTopic 10- Section 50- Paragraph 2- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=6842918&loc=SL6314017-165662) Details Name: us- gaap_ SubsequentEventsTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationAccounting Policies, by Policy (Policies) 12 Months Ended Dec. 31, 2022 Accounting Policies [Abstract] Basis of Presentation Basis of Presentation The accompanying consolidated financial statements are presented in U. S. dollars in conformity with accounting principles generally accepted in the United States of America (“U. S. GAAP”) and pursuant to 18 U- the rules and regulations of the SEC. S- Principles of Consolidation Principles of Consolidation The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiary. C- All significant intercompany accounts and

transactions have been eliminated in consolidation. § 1350 Emerging Growth Company Emerging Growth Company The Company is an “ emerging growth company , ” as adopted pursuant defined in Section 2 (a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the “ JOBS Act ”), and it may take advantage of certain exemptions from various reporting requirements that are applicable to § 906 other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes- Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. 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 , to the those best 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 an emerging growth 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 election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This my may knowledge: make comparison of the Company’ s consolidated 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. Use of Estimates Use of Estimates The preparation of consolidated financial statements in conformity with U. S. GAAP requires the Company’ s management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting periods. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the consolidated financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from those estimates. Cash and Cash Equivalents Cash and Cash Equivalents The Company considers all short- term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of December 31, 2022 and 2021. Investments Held in Trust Account Investments Held in Trust Account The Company’ s portfolio of investments is comprised of U. S. government securities, within the meaning set forth in Section 2 (a) (16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U. S. government securities and generally have a readily determinable fair value, or a combination thereof. When the Company’ s investments held in the Trust Account are comprised of U. S. government securities, the investments are classified as trading securities. When the Company’ s investments held in the Trust Account are comprised of money market funds, the investments are recognized at fair value. Trading securities and investments in money market funds are presented on the consolidated balance sheets at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities are included in income from investments held in the Trust Account in the accompanying consolidated statements of operations. The estimated fair values of investments held in the Trust Account are determined using available market information. Concentration of Credit Risk Concentration of Credit Risk Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation Coverage limit of \$ 250, 000. Any loss incurred or lack of access to such funds could have a significant adverse impact on the Company’ s financial condition, results from operations, and cash flows. Fair Value of Financial Instruments Fair Value of Financial Instruments The fair value of the Company’ s assets and liabilities, which qualify as financial instruments under the FASB ASC Topic 820, “ Fair Value Measurements, ” approximates the carrying amounts represented in the consolidated balance sheets, primarily due to their short- term nature. Fair Value Measurements Fair Value Measurements Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. U. S. GAAP establishes a three- tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers consist of: • Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets; • Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and • Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable. In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement. Working Capital Loan — Related Party Working Capital Loan — Related Party The Report fully Company accounts for its New Note under ASC Topic 815, Derivatives and Hedging (“ ASC 815 ”). Under ASC 815- 15- 25, the election can be made at the inception of a financial instrument to account for the instrument under the fair value

option under ASC Topic 825, Financial Instruments (“ASC 825”). The primary reason for electing the fair value option is to provide better information on the financial liability amount given current market and economic conditions of the Company. As a result of applying the fair value option, the Company records each draw at fair value with a gain or loss recognized at issuance, and subsequent changes in fair value recorded as change in the fair value of convertible note — related party on the accompanying consolidated statements of operations. The fair value, with a de minimis value, and classified on a combined basis with the loan in promissory note – related party in the accompanying consolidated balance sheets. Derivative financial instruments Derivative Financial Instruments The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC 480 and FASB ASC Topic 815, “Derivatives and Hedging” (“ASC 815”). The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period. Each whole warrant of the Company, the “Public Warrants,” and one-half of one redeemable warrant, the “Private Placement Warrants,” are classified in accordance with ASC 480 and ASC 815, which provides that the warrants are not precluded from equity classification. Equity-classified contracts were initially measured at fair value (or allocated value). Subsequent changes in fair value will not be recognized as long as the contracts continue to be classified in equity in accordance with ASC 480 and ASC 815. Offering Costs Associated with the Initial Public Offering Offering Costs Associated with the Initial Public Offering The Company complies with the requirements of FASB ASC 340-10-S99-1. Offering costs consisted of legal, accounting, and other costs incurred that were directly related to the Initial Public Offering. Offering costs associated with the warrants were charged to shareholders’ equity upon the completion of the Initial Public Offering. Offering costs associated with the Class A ordinary shares were charged against the carrying value of Class A ordinary shares subject to possible redemption upon the completion of the Initial Public Offering. Class A Ordinary Shares Subject to Possible Redemption Class A Ordinary Shares Subject to Possible Redemption Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company’s control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders’ equity. The Company’s Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company’s control and subject to occurrence of uncertain future events. Accordingly, all outstanding Class A ordinary shares subject to possible redemption are presented at redemption value as temporary equity, outside of the shareholders’ deficit section of the Company’s consolidated balance sheets. Under ASC 480, the Company has elected to recognize changes in the redemption value immediately as they occur and adjust the carrying value of the security to equal the redemption value at the end of each reporting period. This method would view the end of the reporting period as if it were also the redemption date for the security. Immediately upon the closing of the Initial Public Offering, the Company recognized the accretion from initial book value to redemption amount value. The change in the carrying value of the redeemable Class A ordinary shares resulted in charges against additional paid-in capital (to the extent available) and accumulated deficit. Income Taxes Income Taxes The Company complies with the accounting and reporting requirements of FASB ASC Topic 740, “Income Taxes,” which requires an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities that will result in future taxable or deductible amounts, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. FASB ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company’s management determined that the Cayman Islands is the Company’s only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts accrued for interest and penalties as of December 31, 2022 and 2021. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is considered to be an exempted Cayman Islands company with no connection to any other taxable jurisdiction and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States. As such, the Company’s tax provision was zero for the periods presented. Net Income (Loss) per Ordinary Share Net Income (Loss) per Ordinary Share The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, “Earnings Per Share.” The Company has two classes of shares, which are referred to as Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of shares. This presentation assumes a business combination as the most likely outcome. Net income (loss) per ordinary share is calculated by dividing the net income (loss) by the weighted average shares of ordinary shares outstanding for the respective period. The calculation of diluted net income (loss) per ordinary shares does not consider the effect of the Public Warrants and the Private Placement Warrants to purchase an aggregate of 15,576,500 Class A ordinary shares, because their exercise is contingent upon future events. As a result, diluted net income (loss) per share is the same as basic net income (loss) per share for the year ended December 31, 2022 and for the period from February 10, 2021 (inception) through December 31, 2021. Accretion associated with the redeemable Class A ordinary shares is excluded from earnings per share as the redemption value approximates fair value. The Company has

considered the effect of Class B ordinary shares that were excluded from the weighted average number as they were contingent on the exercise of over- allotment option by the underwriter. Since the contingency was satisfied, with respect to the portion of the over- allotment exercised by the underwriter, the Company included these shares in the weighted average number as of the beginning of the reporting period to determine the dilutive impact of these shares. The following table presents a reconciliation of the numerator and denominator used to compute basic and diluted net income (loss) per share for each class of ordinary shares: For the year ended December 31, 2022 For the period from February 10, 2021 (inception) through December 31, 2021 Class A Class B Class B Basic and diluted net income (loss) per ordinary share: Numerator: Allocation of net income (loss)- basic \$ 524, 515 \$ 173, 777 \$ (44, 607) Allocation of net income (loss)- diluted \$ 523, 908 \$ 174, 384 \$ (44, 607) Denominator: Basic weighted average ordinary shares outstanding 30, 043, 441 9, 953, 699 8, 700, 000 Diluted weighted average ordinary shares outstanding 30, 043, 441 10, 000, 000 8, 700, 000 Basic net income (loss) per ordinary share \$ 0. 02 \$ 0. 02 \$ (0. 01) Diluted net income (loss) per ordinary share \$ 0. 02 \$ 0. 02 \$ (0. 01) Recent Accounting Standards Recent Accounting Standards In June 2022, the FASB issued Accounting Standards Update (“ ASU ”) 2022- 03, ASC Subtopic 820, “ Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions. ” The ASU amends ASC 820 to clarify that a contractual sales restriction is not considered in measuring an equity security at fair value and to introduce new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value. The ASU applies to both holders and issuers of equity and equity- linked securities measured at fair value. The amendments in this ASU are effective for the Company in fiscal years beginning after December 15, 2023, and interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued or made available for issuance. The Company is still evaluating the impact of this pronouncement on the consolidated financial statements. Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company’ s consolidated financial statements. X- ReferencesNo definition available. Details Name: us- gaap_AccountingPoliciesAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for basis of accounting, or basis of presentation, used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS). ReferencesNo definition available. Details Name: us- gaap_BasisOfAccountingPolicyPolicyTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for cash and cash equivalents, including the policy for determining which items are treated as cash equivalents. Other information that may be disclosed includes (1) the nature of any restrictions on the entity’ s use of its cash and cash equivalents, (2) whether the entity’ s cash and cash equivalents are insured or expose the entity to credit risk, (3) the classification of any negative balance accounts (overdrafts), and (4) the carrying basis of cash equivalents (for example, at cost) and whether the carrying amount of cash equivalents approximates fair value. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-1-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4273-108586> Details Name: us- gaap_CashAndCashEquivalentsPolicyTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for credit risk. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-275-SubTopic-10-Section-50-Paragraph-1-Subparagraph-\(d\)-URI-https://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-275-SubTopic-10-Section-50-Paragraph-1-Subparagraph-(d)-URI-https://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592)Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-942-SubTopic-825-Section-50-Paragraph-1-URI-https://asc.fasb.org/extlink&oid=126941378&loc=d3e61044-112788> Details Name: us- gaap_ConcentrationRiskCreditRisk Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy regarding (1) the principles it follows in consolidating or combining the separate financial statements, including the principles followed in determining the inclusion or exclusion of subsidiaries or other entities in the consolidated or combined financial statements and (2) its treatment of interests (for example, common stock, a partnership interest or other means of exerting influence) in other entities, for example consolidation or use of the equity or cost methods of accounting. The accounting policy may also address the accounting treatment for intercompany accounts and transactions, noncontrolling interest, and the income statement treatment in consolidation for issuances of stock by a subsidiary. ReferencesReference 1: [http://www.xbrl.org/2003/role/exampleRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-235-SubTopic-10-Section-50-Paragraph-4-Subparagraph-\(a\)-URI-https://asc.fasb.org/extlink&oid=126899994&loc=d3e18823-107790](http://www.xbrl.org/2003/role/exampleRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-235-SubTopic-10-Section-50-Paragraph-4-Subparagraph-(a)-URI-https://asc.fasb.org/extlink&oid=126899994&loc=d3e18823-107790)Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-810-SubTopic-10-Section-50-Paragraph-1-URI-https://asc.fasb.org/extlink&oid=109239629&loc=d3e5614-111684> Details Name: us- gaap_ConsolidationPolicyTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for its derivative instruments and hedging activities. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-815-SubTopic-10-Section-50-Paragraph-2-URI-https://asc.fasb.org/extlink&oid=125515794&loc=d3e41620-113959>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-815-SubTopic-10-Section-50-Paragraph-4-URI-https://asc.fasb.org/extlink&oid=125515794&loc=d3e41638-113959>Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-815-SubTopic-10-Section-50-Paragraph-1A-URI-https://asc.fasb.org/extlink&oid=125515794&loc=SL5579245->

113959Reference 4: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 10- Section 50- Paragraph 7- URI https://asc.fasb.org/extlink&oid=125515794&loc=d3e41675-113959>Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 235- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 4- 08 \(n\)\)- URI https://asc.fasb.org/extlink&oid=120395691&loc=d3e23780-122690](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 235- SubTopic 10- Section S99- Paragraph 1- Subparagraph (SX 210. 4- 08 (n))- URI https://asc.fasb.org/extlink&oid=120395691&loc=d3e23780-122690)Reference 6: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 10- Section 50- Paragraph 1- URI https://asc.fasb.org/extlink&oid=125515794&loc=SL5579240-113959> Details Name: us-gaap_DerivativesPolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for computing basic and diluted earnings or loss per share for each class of common stock and participating security. Addresses all significant policy factors, including any antidilutive items that have been excluded from the computation and takes into account stock dividends, splits and reverse splits that occur after the balance sheet date of the latest reporting period but before the issuance of the financial statements. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(c\)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph (c)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257)Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 2- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3630-109257> Details Name: us-gaap_EarningsPerSharePolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for fair value measurements of financial and non- financial assets, liabilities and instruments classified in shareholders' equity. Disclosures include, but are not limited to, how an entity that manages a group of financial assets and liabilities on the basis of its net exposure measures the fair value of those assets and liabilities. ReferencesNo definition available. Details Name: us-gaap_FairValueMeasurementPolicyPolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for determining the fair value of financial instruments. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 820- SubTopic 10- Section 60- Paragraph 1- URI https://asc.fasb.org/extlink&oid=7493716&loc=d3e21868-110260>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 825- SubTopic 10- Section 50- Paragraph 1- URI https://asc.fasb.org/extlink&oid=123594938&loc=d3e13279-108611> Details Name: us-gaap_FairValueOfFinancialInstrumentsPolicy Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for income taxes, which may include its accounting policies for recognizing and measuring deferred tax assets and liabilities and related valuation allowances, recognizing investment tax credits, operating loss carryforwards, tax credit carryforwards, and other carryforwards, methodologies for determining its effective income tax rate and the characterization of interest and penalties in the financial statements. ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 45- Paragraph 25- URI https://asc.fasb.org/extlink&oid=123427490&loc=d3e32247-109318>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 50- Paragraph 20- URI https://asc.fasb.org/extlink&oid=121826272&loc=d3e32847-109319>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 50- Paragraph 19- URI https://asc.fasb.org/extlink&oid=121826272&loc=d3e32840-109319>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section 50- Paragraph 1- URI https://asc.fasb.org/extlink&oid=124431353&loc=SL116659661-227067>Reference 5: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 50- Paragraph 9- URI https://asc.fasb.org/extlink&oid=121826272&loc=d3e32639-109319>Reference 6: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 45- Paragraph 28- URI https://asc.fasb.org/extlink&oid=123427490&loc=d3e32280-109318>Reference 7: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 50- Paragraph 17- Subparagraph \(b\)- URI https://asc.fasb.org/extlink&oid=121826272&loc=d3e32809-109319](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 740- SubTopic 10- Section 50- Paragraph 17- Subparagraph (b)- URI https://asc.fasb.org/extlink&oid=121826272&loc=d3e32809-109319) Details Name: us-gaap_IncomeTaxPolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for investment in financial asset. ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph \(SX 210. 7- 04 \(3\) \(b\)\)- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263](http://www.xbrl.org/2009/role/commonPracticeRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph (SX 210. 7- 04 (3) (b))- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 323- SubTopic 10- Section 50- Paragraph 3- Subparagraph \(a\) \(2\)- URI https://asc.fasb.org/extlink&oid=114001798&loc=d3e33918-111571](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 323- SubTopic 10- Section 50- Paragraph 3- Subparagraph (a) (2)- URI https://asc.fasb.org/extlink&oid=114001798&loc=d3e33918-111571) Details Name: us-gaap_InvestmentPolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy pertaining to new accounting pronouncements that may impact the entity' s financial reporting. Includes, but is not limited to, quantification of the expected or actual impact. ReferencesNo definition available. Details Name: us-gaap_NewAccountingPronouncementsPolicyPolicyTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for the use of

estimates in the preparation of financial statements in conformity with generally accepted accounting principles. ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph12-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e6191-108592>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph11-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e6161-108592>Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph9-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e6143-108592>Reference 4: [http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph1-Subparagraph\(b\)-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph1-Subparagraph(b)-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592)Reference 5: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph4-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e6061-108592>Reference 6: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph8-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e6132-108592>Reference 7: [http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph1-Subparagraph\(c\)-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic275-SubTopic10-Section50-Paragraph1-Subparagraph(c)-URIhttps://asc.fasb.org/extlink&oid=99393423&loc=d3e5967-108592) Details Name: us-gaap_UseOfEstimates Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDeferred offering costs associated with the initial public offering [Policy text block]. ReferencesNo definition available. Details Name: vcarb_DeferredOfferingCostsAssociatedWithTheInitialPublicOfferingPolicyTextBlock Namespace Prefix: vcarb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationX- DefinitionEmerging growth company. ReferencesNo definition available. Details Name: vcarb_EmergingGrowthCompanyTextBlock Namespace Prefix: vcarb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationX- DefinitionTemporary equity [Policy text block]. ReferencesNo definition available. Details Name: vcarb_TemporaryEquityPolicyTextBlock Namespace Prefix: vcarb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationX- DefinitionDisclosure of accounting policy for working Capital Loan related party. ReferencesNo definition available. Details Name: vcarb_WorkingCapitalLoanPolicyTextBlock Namespace Prefix: vcarb_ Data Type: dtr: textBlockItemType Balance Type: na Period Type: durationBasis of Presentation and Summary of Significant Accounting Policies (Tables) 12 Months Ended Dec. 31, 2022 Accounting Policies [Abstract] Schedule of basic and diluted net income (loss) per share For the year ended December 31, 2022 For the period from February 10, 2021 (inception) through December 31, 2021 Class A Class B Class B Basic and diluted net income (loss) per ordinary share: Numerator: Allocation of net income (loss)- basic \$ 524, 515 \$ 173, 777 \$ (44, 607) Allocation of net income (loss)- diluted \$ 523, 908 \$ 174, 384 \$ (44, 607) Denominator: Basic weighted average ordinary shares outstanding 30, 043, 441 9, 953, 699 8, 700, 000 Diluted weighted average ordinary shares outstanding 30, 043, 441 10, 000, 000 8, 700, 000 Basic net income (loss) per ordinary share \$ 0. 02 \$ 0. 02 \$ (0. 01) Diluted net income (loss) per ordinary share \$ 0. 02 \$ 0. 02 \$ (0. 01) X- ReferencesNo definition available. Details Name: us-gaap_AccountingPoliciesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionTabular disclosure of an entity' s basic and diluted earnings per share calculations, including a reconciliation of numerators and denominators of the basic and diluted per- share computations for income from continuing operations. ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic260-SubTopic10-Section50-Paragraph1-Subparagraph\(a\)-URIhttps://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257](http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic260-SubTopic10-Section50-Paragraph1-Subparagraph(a)-URIhttps://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257) Details Name: us-gaap_ScheduleOfEarningsPerShareBasicAndDilutedTableTextBlock Namespace Prefix: us-gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationClass A Ordinary Shares Subject To Possible Redemption (Tables) 12 Months Ended Dec. 31, 2022 Ordinary Shares Subject To Possible Redemption [Abstract] Schedule of class A ordinary shares subject to possible redemptionGross proceeds \$ 300, 000, 000 Less: Proceeds allocated to Public Warrants (12, 300, 000) Class A ordinary shares issuance costs (19, 410, 782) Plus: Accretion of carrying value to redemption value 36, 210, 782 Increase in redemption value of Class A ordinary shares subject to possible redemption 4, 061, 515 Class A ordinary shares subject to possible redemption as of December 31, 2022 \$ 308, 561, 515 X- DefinitionTabular disclosure of the nature and terms of the financial instruments and the rights and obligations embodied in those instruments, information about settlement alternatives, if any, in the contract and identification of the entity that controls the settlement alternatives including: a. The amount that would be paid, or the number of shares that would be issued and their fair value, determined under the conditions specified in the contract if the settlement were to occur at the reporting date b. How changes in the fair value of the issuer' s equity shares would affect those settlement amounts (for example, " the issuer is obligated to issue an additional x shares or pay an additional y dollars in cash for each \$ 1 decrease in the fair value of one share") c. The maximum amount that the issuer could be required to pay to redeem the instrument by physical settlement, if applicable d. The maximum number of shares that could be required to be issued, if applicable e. That a contract does not limit the amount that the issuer could be required to pay or the number of shares that the issuer could be required to issue, if applicable f. For a forward contract or an option indexed to the issuer' s equity shares, the forward price or option strike price, the number of issuer' s shares to which the contract is indexed, and the settlement date or dates of the contract, as applicable. g. The components of the liability that would otherwise be related to shareholders' interest and other comprehensive income (if any) subject to the redemption feature (for example, par value and other paid in amounts of mandatorily redeemable instruments are disclosed separately from the amount of retained earnings or accumulated deficit). ReferencesReference 1: <http://fasb.org>

org / us- gaap / role / ref / legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 480- SubTopic 10- Section 45- Paragraph 2A- URI <https://asc.fasb.org/extlink&oid=118255708&loc=SL5909891-110878>Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 480- SubTopic 10- Section 50- Paragraph 1- URI https://asc.fasb.org/extlink&oid=109262807&loc=d3e22026-110879](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-480-SubTopic-10-Section-50-Paragraph-1-URI-https://asc.fasb.org/extlink&oid=109262807&loc=d3e22026-110879)Reference 3: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 480- SubTopic 10- Section 50- Paragraph 2- URI https://asc.fasb.org/extlink&oid=109262807&loc=d3e22047-110879](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-480-SubTopic-10-Section-50-Paragraph-2-URI-https://asc.fasb.org/extlink&oid=109262807&loc=d3e22047-110879) Details Name: us-
gaap_SharesSubjectToMandatoryRedemptionDisclosureTextBlock Namespace Prefix: us- gaap_ Data Type: dtr- types: textBlockItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vxxb_OrdinarySharesSubjectToPossibleRedemptionAbstract Namespace Prefix: vxxb_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationDescription of Organization, Business Operations and Going Concern (Details)- USD (\$) 1 Months Ended 11 Months Ended 12 Months EndedJan. 14, 2022 Nov. 21, 2022 Dec. 31, 2021 Dec. 31, 2022 Dec. 28, 2022 Feb. 28, 2021Description of Organization, Business Operations and Going Concern (Details) | Line Items | Shares issued (in Shares) 3, 915, 000 Units per share (in Dollars per share) \$ 10. 15 \$ 10 \$ 0. 002Gross proceeds \$ 300, 000, 000 Deferred underwriting commissions \$ 5, 200, 000 Share issued (in Shares) 29, 486, 306 Obligation percentage 100. 00 % Net balance percentage 80. 00 % Owned percentage 50. 00 % Initially per share (in Dollars per share) \$ 10. 15 Interest paid \$ 100, 000 Public price per share (in Dollars per share) \$ 10. 15 Ordinary stock voting, percentage 71. 65 % Ordinary shares issued (in Shares) 41, 153, 000 Ordinary shares outstanding (in Shares) 233, 000 41, 153, 000 Operating bank account \$ 67, 000 Working deficit 2, 400, 000 Sponsor payment 25, 000 Loan proceeds 137, 000 Converted option \$ 1, 500, 000 IPO | Member | Description of Organization, Business Operations and Going Concern (Details) | Line Items | Shares issued (in Shares) 30, 000, 000 Units per share (in Dollars per share) \$ 10 \$ 10. 15 Gross proceeds \$ 300, 000, 000 Offering costs 20, 200, 000 Deferred underwriting commissions \$ 14, 300, 000 Net proceed \$ 304, 500, 000 Maturity date 185 days Over- Allotment Option | Member | Description of Organization, Business Operations and Going Concern (Details) | Line Items | Shares issued (in Shares) 3, 900, 000 Private Placement | Member | Description of Organization, Business Operations and Going Concern (Details) | Line Items | Units per share (in Dollars per share) \$ 10 Gross proceeds \$ 11, 500, 000 Share issued (in Shares) 1, 153, 000 Class A Ordinary Share Description of Organization, Business Operations and Going Concern (Details) | Line Items | Ordinary share, par value (in Dollars per share) \$ 0. 001 Per share, value (in Dollars per share) \$ 0. 0001 \$ 0. 0001 \$ 0. 0001 Shares comprised (in Shares) 31, 153, 000 31, 153, 000 Redeem an Aggregate Shares (in Shares) 25, 943, 810 Share issued percentage 83. 28 % Share Outstanding Percentage 83. 28 % Class B Ordinary Shares | Member | Description of Organization, Business Operations and Going Concern (Details) | Line Items | Per share, value (in Dollars per share) \$ 0. 0001 \$ 0. 0001 \$ 0. 0001 Shares comprised (in Shares) 10, 000, 000 X- ReferencesNo definition available. Details Name: us- gaap- sup_DerivativeNetAssetsPercentage Namespace Prefix: us- gaap- sup_ Data Type: dtr- types: percentItemType Balance Type: na Period Type: instantX- DefinitionThe price paid per share to immediately purchase the targeted number of shares on the date of executing the accelerated share repurchase agreement. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 30- Section 25- Paragraph 5- URI https://asc.fasb.org/extlink&oid=6405686&loc=d3e22802-112653](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-30-Section-25-Paragraph-5-URI-https://asc.fasb.org/extlink&oid=6405686&loc=d3e22802-112653) Details Name: us- gaap_AcceleratedShareRepurchasesInitialPricePaidPerShare Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: durationX- DefinitionFace amount or stated value per share of common stock. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(29\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210-5-02-(29))-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us- gaap_CommonStockParOrStatedValuePerShare Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionThe value of the stock converted in a noncash (or part noncash) transaction. Noncash is defined as transactions during a period that do not result in cash receipts or cash payments in the period." Part noncash" refers to that portion of the transaction not resulting in cash receipts or cash payments in the period. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 50- Paragraph 4- URI https://asc.fasb.org/extlink&oid=126999549&loc=d3e4313-108586](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-4-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4313-108586)Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 50- Paragraph 5- URI https://asc.fasb.org/extlink&oid=126999549&loc=d3e4332-108586](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-5-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4332-108586)Reference 3: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=126999549&loc=d3e4304-108586](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-3-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4304-108586) Details Name: us- gaap_ConversionOfStockAmountConverted1 Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- DefinitionSpecific incremental costs directly attributable to a proposed or actual offering of securities which are deferred at the end of the reporting period. ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef- Publisher FASB- Name Accounting Standards Codification- Topic 340- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SAB Topic 5. A\)- URI https://asc.fasb.org/extlink&oid=122040515&loc=d3e105025-122735](http://www.xbrl.org/2009/role/commonPracticeRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-340-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SAB-Topic-5-A)-URI-https://asc.fasb.org/extlink&oid=122040515&loc=d3e105025-122735) Details Name: us- gaap_DeferredOfferingCosts Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: instantX- DefinitionNumber of excess stock shares of an entity that have been sold or granted to shareholders. ReferencesNo definition available. Details Name: us- gaap_ExcessStockSharesIssued Namespace Prefix: us- gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionNumber of shares of excess stock held by shareholders. ReferencesNo definition available.

Details Name: us- gaap_ ExcessStockSharesOutstanding **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: sharesItemType **Balance Type:** na **Period Type:** instantX- **Definition**For banks and other depository institutions (including Federal Reserve Banks, if applicable): Interest- bearing deposits in other financial institutions for relatively short periods of time including, for example, certificates of deposits, which are presented separately from cash on the balance sheet. **References**Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic942-SubTopic210-Section45-Paragraph4-URIhttps://asc.fasb.org/extlink&oid=126970686&loc=d3e59706-112781>Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic942-SubTopic210-SectionS99-Paragraph1-Subparagraph\(SX210.9-03.2\)-URIhttps://asc.fasb.org/extlink&oid=126897435&loc=d3e534808-122878](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic942-SubTopic210-SectionS99-Paragraph1-Subparagraph(SX210.9-03.2)-URIhttps://asc.fasb.org/extlink&oid=126897435&loc=d3e534808-122878)

Details Name: us- gaap_ InterestBearingDepositsInBanks **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: monetaryItemType **Balance Type:** debit **Period Type:** instantX- **Definition**Amount of cash paid for interest, including, but not limited to, capitalized interest and payment to settle zero- coupon bond attributable to accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount; classified as operating and investing activities. **References**Reference 1: <http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section50-Paragraph2-URIhttps://asc.fasb.org/extlink&oid=126999549&loc=d3e4297-108586>

Details Name: us- gaap_ InterestPaid **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: monetaryItemType **Balance Type:** credit **Period Type:** durationX- **Definition**Percent of net assets at close of period. For schedules of investments that are categorized, each category has a percent of net assets for the aggregated value of the Investments in the category. **References**Reference 1: [http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic946-SubTopic320-SectionS99-Paragraph3-Subparagraph\(SX210.12-12B\(ColumnD\)\)-URIhttps://asc.fasb.org/extlink&oid=122147990&loc=d3e611197-123010](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic946-SubTopic320-SectionS99-Paragraph3-Subparagraph(SX210.12-12B(ColumnD))-URIhttps://asc.fasb.org/extlink&oid=122147990&loc=d3e611197-123010)Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic946-SubTopic210-Section50-Paragraph6-Subparagraph\(b\)-URIhttps://asc.fasb.org/extlink&oid=99383244&loc=d3e12121-115841](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic946-SubTopic210-Section50-Paragraph6-Subparagraph(b)-URIhttps://asc.fasb.org/extlink&oid=99383244&loc=d3e12121-115841)

Details Name: us- gaap_ InvestmentOwnedPercentOfNetAssets **Namespace Prefix:** us- gaap_ **Data Type:** dtr- types: percentItemType **Balance Type:** na **Period Type:** instantX- **Definition**Period of time between issuance and maturity of customer deposits, in' PnYnMnDTnHnMnS' format, for example, ' P1Y5M13D' represents the reported fact of one year, five months, and thirteen days. **References**Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherSEC-NameIndustryGuide-Number3-SectionV-ParagraphD-E>

Details Name: us- gaap_ MaturityOfTimeDeposits **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: durationItemType **Balance Type:** na **Period Type:** durationX- **Definition**The cash outflow associated with the repurchase of amount received from entity' s first offering of stock to the public. **References**Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph15-Subparagraph\(a\)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3291-108585](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph15-Subparagraph(a)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3291-108585)

Details Name: us- gaap_ PaymentsForRepurchaseOfInitialPublicOffering **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: monetaryItemType **Balance Type:** credit **Period Type:** durationX- **Definition**Cash received from principal payments made on loans related to operating activities. **References**Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph25-Subparagraph\(c\)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3536-108585](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph25-Subparagraph(c)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3536-108585)

Details Name: us- gaap_ ProceedsFromLoans **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: monetaryItemType **Balance Type:** debit **Period Type:** durationX- **Definition**Percentage of remaining performance obligation to total remaining performance obligation not recognized as revenue. **References**Reference 1: [http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic606-SubTopic10-Section50-Paragraph13-Subparagraph\(b\)\(1\)-URIhttps://asc.fasb.org/extlink&oid=126920106&loc=SL49130556-203045](http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic606-SubTopic10-Section50-Paragraph13-Subparagraph(b)(1)-URIhttps://asc.fasb.org/extlink&oid=126920106&loc=SL49130556-203045)

Details Name: us- gaap_ RevenueRemainingPerformanceObligationPercentage **Namespace Prefix:** us- gaap_ **Data Type:** dtr- types: percentItemType **Balance Type:** na **Period Type:** instantX- **Definition**Per share amount received by subsidiary or equity investee for each share of common stock issued or sold in the stock transaction. **References**No definition available. **Details Name:** us- gaap_ SaleOfStockPricePerShare **Namespace Prefix:** us- gaap_ **Data Type:** dtr- types: perShareItemType **Balance Type:** na **Period Type:** instantX- **Definition**Number of shares of stock issued as of the balance sheet date, including shares that had been issued and were previously outstanding but which are now held in the treasury. **References**Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-Section50-Paragraph2-URIhttps://asc.fasb.org/extlink&oid=126973232&loc=d3e21463-112644>

Details Name: us- gaap_ SharesIssued **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: sharesItemType **Balance Type:** na **Period Type:** instantX- **Definition**Per share or per unit amount of equity securities issued. **References**No definition available. **Details Name:** us- gaap_ SharesIssuedPricePerShare **Namespace Prefix:** us- gaap_ **Data Type:** dtr- types: perShareItemType **Balance Type:** na **Period Type:** instantX- **Definition**The difference between the price paid by the public and the contract price less the related expenses. A broker- dealer may underwrite a security offering by contracting to buy the issue either at a fixed price or a price based on selling the offering on a best- effort basis. **References**No definition available. **Details Name:** us- gaap_ UnderwritingIncomeLoss **Namespace Prefix:** us- gaap_ **Data Type:** xbrli: monetaryItemType **Balance Type:** credit **Period Type:** durationX- **References**No definition available. **Details Name:** vccb_ DescriptionOfOrganizationBusinessOperationsandGoingConcernDetailsLineItems **Namespace Prefix:** vccb_ **Data Type:** xbrli: stringItemType **Balance Type:** na **Period Type:** durationX- **Definition**Gross proceeds. **References**No definition available. **Details Name:** vccb_ GrossProceeds **Namespace Prefix:** vccb_ **Data Type:** xbrli: monetaryItemType

Balance Type: debit Period Type: durationX- ReferencesNo definition available. Details Name: vcxb_InitialPublicOffering Namespace Prefix: vcxb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionAmount of net proceed. ReferencesNo definition available. Details Name: vcxb_NetProceeds Namespace Prefix: vcxb_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionPublic price per share. ReferencesNo definition available. Details Name: vcxb_PublicPricePerShare Namespace Prefix: vcxb_ Data Type: dtr: perShareItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares redeem an aggregate. ReferencesNo definition available. Details Name: vcxb_RedeemAnAggregateShares Namespace Prefix: vcxb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionPercentage of share issued. ReferencesNo definition available. Details Name: vcxb_ShareIssuedPercentage Namespace Prefix: vcxb_ Data Type: dtr: percentItemType Balance Type: na Period Type: durationX- DefinitionPercentage of share outstanding. ReferencesNo definition available. Details Name: vcxb_ShareOutstandingPercentage Namespace Prefix: vcxb_ Data Type: dtr: percentItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares comprised. ReferencesNo definition available. Details Name: vcxb_SharesComprised Namespace Prefix: vcxb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionAmount of working deficit for relevant time periods. ReferencesNo definition available. Details Name: vcxb_WorkingDeficit Namespace Prefix: vcxb_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionPercentage of ordinary stock voting power. ReferencesNo definition available. Details Name: vcxb_commonStockVotingPercentage Namespace Prefix: vcxb_ Data Type: dtr: percentItemType Balance Type: na Period Type: instantX- Details Name: us- gaap_SubsidarySaleOfStockAxis = us- gaap_IPOMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_SubsidarySaleOfStockAxis = us- gaap_OverAllotmentOptionMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_SubsidarySaleOfStockAxis = us- gaap_PrivatePlacementMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassAMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassBMember Namespace Prefix: Data Type: na Balance Type: Period Type: Basis of Presentation and Summary of Significant Accounting Policies (Details) Dec. 31, 2022 USD (\$) sharesBasis of Presentation and Summary of Significant Accounting Policies (Details) | Line Items | Cash insured with federal depository insurance corporation | \$ \$ 250, 000Class A Ordinary Shares | Member | Basis of Presentation and Summary of Significant Accounting Policies (Details) | Line Items | Purchase of aggregate shares | shares 15 , 576, 500X- DefinitionThe amount of cash deposited in financial institutions as of the balance sheet date that is insured by the Federal Deposit Insurance Corporation. ReferencesNo definition available. Details Name: us- gaap_CashFDICInsuredAmount Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: instantX- ReferencesNo definition available. Details Name: vcxb_BasisofPresentationandSummaryofSignificantAccountingPoliciesDetailsLineItems Namespace Prefix: vcxb_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares purchase of aggregate. ReferencesNo definition available. Details Name: vcxb_PurchaseOfAggregateShares Namespace Prefix: vcxb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- Details Name: us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassAMember Namespace Prefix: Data Type: na Balance Type: Period Type: Basis of Presentation and Summary of Significant Accounting Policies (Details)- Schedule of basic and diluted net income (loss) per share- USD (\$) 11 Months Ended 12 Months EndedDec. 31, 2021 Dec. 31, 2022Common Class A | Member | Numerator: Allocation of net income (loss)- basic \$ 524, 515Allocation of net income (loss)- diluted \$ 523, 908Denominator: Basic weighted average ordinary shares outstanding 30, 043, 441Diluted weighted average ordinary shares outstanding 30, 043, 441Basic net income (loss) per ordinary share \$ 0. 02Diluted net income (loss) per ordinary share \$ 0. 02Common Class B | Member | Numerator: Allocation of net income (loss)- basic \$ (44, 607) \$ 173, 777Allocation of net income (loss)- diluted \$ (44, 607) \$ 174, 384Denominator: Basic weighted average ordinary shares outstanding 8, 700, 000 9, 953, 699Diluted weighted average ordinary shares outstanding 8, 700, 000 10, 000, 000Basic net income (loss) per ordinary share \$ (0. 01) \$ 0. 02Diluted net income (loss) per ordinary share \$ (0. 01) \$ 0. 02X- DefinitionThe amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph \(e\) \(4\)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph (e) (4)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011)Reference 2: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22583-107794>Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(b\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (b)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794)Reference 4: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 10- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1448-109256>Reference 5: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 4- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22595-107794>Reference 6: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794)Reference 7: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 7- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1448-109256>

fasb.org / extlink & oid = 126958026 & loc = d3e1337- 109256Reference 8: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph \(f\)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph (f)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011)Reference 9: <http://www.xbrl.org/2003/role/exampleRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 55- Paragraph 52- URI https://asc.fasb.org/extlink&oid=128363288&loc=d3e4984-109258>Reference 10: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph \(SX 210. 7- 04 \(23\)\)- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph (SX 210. 7- 04 (23))- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263)Reference 11: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 55- Paragraph 15- URI https://asc.fasb.org/extlink&oid=128363288&loc=d3e3842-109258>Reference 12: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 7- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22644-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 7- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22644-107794)Reference 13: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257)Reference 14: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section S99- Paragraph 2- Subparagraph \(SX 210. 5- 03 \(25\)\)- URI https://asc.fasb.org/extlink&oid=126953954&loc=SL114868664-224227](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section S99- Paragraph 2- Subparagraph (SX 210. 5- 03 (25))- URI https://asc.fasb.org/extlink&oid=126953954&loc=SL114868664-224227)Reference 15: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 2- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1252-109256>Reference 16: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph \(d\)- URI https://asc.fasb.org/extlink&oid=126958026&loc=SL5780133-109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph (d)- URI https://asc.fasb.org/extlink&oid=126958026&loc=SL5780133-109256)Reference 17: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 942- SubTopic 220- Section S99- Paragraph 1- Subparagraph \(SX 210. 9- 04 \(27\)\)- URI https://asc.fasb.org/extlink&oid=120399700&loc=SL114874048-224260](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 942- SubTopic 220- Section S99- Paragraph 1- Subparagraph (SX 210. 9- 04 (27))- URI https://asc.fasb.org/extlink&oid=120399700&loc=SL114874048-224260) Details Name: us- gaap_ EarningsPerShareBasic Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: durationX- DefinitionThe amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period. ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 55- Paragraph 52- URI https://asc.fasb.org/extlink&oid=128363288&loc=d3e4984-109258>Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 7- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22644-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 7- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22644-107794)Reference 3: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 55- Paragraph 15- URI https://asc.fasb.org/extlink&oid=128363288&loc=d3e3842-109258>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 2- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1252-109256>Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(b\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (b)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794)Reference 6: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 4- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22595-107794>Reference 7: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22583-107794>Reference 8: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph \(d\)- URI https://asc.fasb.org/extlink&oid=126958026&loc=SL5780133-109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph (d)- URI https://asc.fasb.org/extlink&oid=126958026&loc=SL5780133-109256)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph \(f\)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph (f)- URI https://asc.fasb.org/extlink&oid=126732423&loc=SL123482106-238011)Reference 10: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 942- SubTopic 220- Section S99- Paragraph 1- Subparagraph \(SX 210. 9- 04 \(27\)\)- URI https://asc.fasb.org/extlink&oid=120399700&loc=SL114874048-224260](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 942- SubTopic 220- Section S99- Paragraph 1- Subparagraph (SX 210. 9- 04 (27))- URI https://asc.fasb.org/extlink&oid=120399700&loc=SL114874048-224260)Reference 11: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124432515&loc=d3e3550-109257)Reference 12: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph \(SX 210. 7- 04 \(23\)\)- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 944- SubTopic 220- Section S99- Paragraph 1- Subparagraph (SX 210. 7- 04 (23))- URI https://asc.fasb.org/extlink&oid=120400993&loc=SL114874131-224263)Reference 13: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=124431687&loc=d3e22694-107794)Reference 14: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 7- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1337-109256>Reference 15: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph \(e\) \(4\)- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1337-109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 815- SubTopic 40- Section 65- Paragraph 1- Subparagraph (e) (4)- URI https://asc.fasb.org/extlink&oid=126958026&loc=d3e1337-109256)

// asc. fasb. org / extlink & oid = 126732423 & loc = SL123482106- 238011Reference 16: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section S99- Paragraph 2- Subparagraph \(SX 210. 5- 03 \(25\)\)- URI https:// asc. fasb. org / extlink & oid = 126953954 & loc = SL114868664- 224227](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section S99- Paragraph 2- Subparagraph (SX 210. 5- 03 (25))- URI https:// asc. fasb. org / extlink & oid = 126953954 & loc = SL114868664- 224227) Details Name: us- gaap_ EarningsPerShareDiluted Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: durationX- DefinitionAmount, after deduction of tax, noncontrolling interests, dividends on preferred stock and participating securities; of income (loss) available to common shareholders. ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 4- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22595- 107794>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 10- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1448- 109256>Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(a\)- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22694- 107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (a)- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22694- 107794)Reference 4: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 11- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1377- 109256>Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https:// asc. fasb. org / extlink & oid = 124432515 & loc = d3e3550- 109257](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph (a)- URI https:// asc. fasb. org / extlink & oid = 124432515 & loc = d3e3550- 109257)Reference 6: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 22- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8736- 108599>Reference 7: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph \(b\)- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22694- 107794](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 11- Subparagraph (b)- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22694- 107794)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph \(c\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = SL5780133- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph (c)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = SL5780133- 109256)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 32- Subparagraph \(f\)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8933- 108599](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 32- Subparagraph (f)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8933- 108599)Reference 10: <http://www.xbrl.org/2003/role/exampleRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 31- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8924- 108599>Reference 11: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 30- Subparagraph \(b\)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8906- 108599](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 30- Subparagraph (b)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8906- 108599)Reference 12: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 250- SubTopic 10- Section 50- Paragraph 3- URI https:// asc. fasb. org / extlink & oid = 124431687 & loc = d3e22583- 107794>Reference 13: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 32- Subparagraph \(c\)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8933- 108599](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 280- SubTopic 10- Section 50- Paragraph 32- Subparagraph (c)- URI https:// asc. fasb. org / extlink & oid = 126901519 & loc = d3e8933- 108599) Details Name: us- gaap_ NetIncomeLossAvailableToCommonStockholdersBasic Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionAmount, after deduction of tax, noncontrolling interests, dividends on preferred stock and participating securities, and addition from assumption of issuance of common shares for dilutive potential common shares; of income (loss) available to common shareholders. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph \(b\) \(2\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph (b) (2)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph \(b\) \(3\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph (b) (3)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph \(c\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = SL5780133- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 60B- Subparagraph (c)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = SL5780133- 109256)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph \(a\)- URI https:// asc. fasb. org / extlink & oid = 124432515 & loc = d3e3550- 109257](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 50- Paragraph 1- Subparagraph (a)- URI https:// asc. fasb. org / extlink & oid = 124432515 & loc = d3e3550- 109257)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 10- Subparagraph \(b\) \(1\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 10- Subparagraph (b) (1)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256)Reference 6: <http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 16- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1505- 109256>Reference 7: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph \(a\)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 260- SubTopic 10- Section 45- Paragraph 40- Subparagraph (a)- URI https:// asc. fasb. org / extlink & oid = 126958026 & loc = d3e1930- 109256) Details Name: us- gaap_ NetIncomeLossAvailableToCommonStockholdersDiluted Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionAverage number of shares or units issued and outstanding that are used in calculating basic and diluted earnings per share (EPS). ReferencesNo definition available. Details Name: vcxb_ BasicWeightedAverageOrdinarySharesOutstanding Namespace Prefix: vcxb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vcxb_ DenominatorAbstract Namespace Prefix: vcxb_ Data Type: xbrli: stringItemType Balance Type: na Period Type:

durationX- DefinitionThe average number of shares or units issued and outstanding that are used in calculating diluted EPS or earnings per unit (EPU), determined based on the timing of issuance of shares or units in the period.

ReferencesNo definition available. Details Name: `vcxb_DilutedWeightedAverageOrdinaryShareOutstanding` Namespace Prefix: `vcxb_` Data Type: `xbrli: sharesItemType` Balance Type: `na` Period Type: `durationX-` ReferencesNo definition available. Details Name: `vcxb_NumeratorAbstract` Namespace Prefix: `vcxb_` Data Type: `xbrli: stringItemType` Balance Type: `na` Period Type: `durationX-` Details Name: `us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassAMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: X-` Details Name: `us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassBMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: Initial Public Offering (Details)- USD ($)` 12 Months EndedJan. 14, 2022 Dec. 31, 2022 Dec. 31, 2021 Feb. 28, 2021Initial Public Offering (Details) | Line Items | Shares issued (in Shares) 3, 915, 000 Units per share (in Dollars per share) \$ 10 \$ 10. 15 \$ 0. 002Gross proceeds \$ 300, 000, 000 Deferred underwriting commissions \$ 5, 200, 000 Expire date 5 years IPO | Member | Initial Public Offering (Details) | Line Items | Shares issued (in Shares) 30, 000, 000 Units per share (in Dollars per share) \$ 10 \$ 10. 15 Gross proceeds \$ 300, 000, 000 Offering costs 20, 200, 000 Deferred underwriting commissions \$ 14, 300, 000 Over- Allotment Option | Member | Initial Public Offering (Details) | Line Items | Shares issued (in Shares) 3, 900, 000 Class A Ordinary Shares | Member | Initial Public Offering (Details) | Line Items | Ordinary price, per share (in Dollars per share) \$ 11. 5 X- DefinitionSpecific incremental costs directly attributable to a proposed or actual offering of securities which are deferred at the end of the reporting period.

ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic340-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SABTopic5.A\)-URIhttps://asc.fasb.org/extlink&oid=122040515&loc=d3e105025-122735](http://www.xbrl.org/2009/role/commonPracticeRef-PublisherFASB-NameAccountingStandardsCodification-Topic340-SubTopic10-SectionS99-Paragraph1-Subparagraph(SABTopic5.A)-URIhttps://asc.fasb.org/extlink&oid=122040515&loc=d3e105025-122735) Details Name: `us- gaap_DeferredOfferingCosts` Namespace Prefix: `us- gaap_` Data Type: `xbrli: monetaryItemType` Balance Type: `debit` Period Type: `instantX-` DefinitionPeriod remaining on line of credit facility before it terminates, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days. ReferencesNo definition available. Details Name: `us- gaap_LineOfCreditFacilityExpirationPeriod` Namespace Prefix: `us- gaap_` Data Type: `xbrli: durationItemType` Balance Type: `na` Period Type: `durationX-` DefinitionPer share or per unit amount of equity securities issued. ReferencesNo definition available. Details Name: `us- gaap_SharesIssuedPricePerShare` Namespace Prefix: `us- gaap_` Data Type: `dtr- types: perShareItemType` Balance Type: `na` Period Type: `instantX-` DefinitionThe difference between the price paid by the public and the contract price less the related expenses. A broker- dealer may underwrite a security offering by contracting to buy the issue either at a fixed price or a price based on selling the offering on a best- effort basis. ReferencesNo definition available. Details Name: `us- gaap_UnderwritingIncomeLoss` Namespace Prefix: `us- gaap_` Data Type: `xbrli: monetaryItemType` Balance Type: `credit` Period Type: `durationX-` ReferencesNo definition available. Details Name: `vcxb_CommonStockParOrStatedValuePerShares` Namespace Prefix: `vcxb_` Data Type: `dtr: perShareItemType` Balance Type: `na` Period Type: `durationX-` DefinitionGross proceeds. ReferencesNo definition available. Details Name: `vcxb_GrossProceeds` Namespace Prefix: `vcxb_` Data Type: `xbrli: monetaryItemType` Balance Type: `debit` Period Type: `durationX-` ReferencesNo definition available. Details Name: `vcxb_InitialPublicOffering` Namespace Prefix: `vcxb_` Data Type: `xbrli: sharesItemType` Balance Type: `na` Period Type: `durationX-` ReferencesNo definition available. Details Name: `vcxb_InitialPublicOfferingDetailsLineItems` Namespace Prefix: `vcxb_` Data Type: `xbrli: stringItemType` Balance Type: `na` Period Type: `durationX-` Details Name: `us- gaap_SubsidarySaleOfStockAxis = us- gaap_IPOMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: X-` Details Name: `us- gaap_SubsidarySaleOfStockAxis = us- gaap_OverAllotmentOptionMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: X-` Details Name: `us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassAMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: Private Placement (Details)- USD ($)` 11 Months Ended 12 Months EndedDec. 31, 2021 Dec. 31, 2022 Feb. 28, 2021Private Placement (Details) | Line Items | Private placement units 1, 153, 000 Shares issued price per share \$ 10. 15 \$ 10 \$ 0. 002Proceeds received from private placement \$ 11, 530, 000 Private Placement | Member | Private Placement (Details) | Line Items | Shares issued price per share \$ 10 Proceeds received from private placement \$ 11, 500, 000 X- DefinitionThe cash inflow associated with the amount received from entity' s raising of capital via private rather than public placement.

ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph14-Subparagraph\(a\)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph14-Subparagraph(a)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585) Details Name: `us- gaap_ProceedsFromIssuanceOfPrivatePlacement` Namespace Prefix: `us- gaap_` Data Type: `xbrli: monetaryItemType` Balance Type: `debit` Period Type: `durationX-` DefinitionThe number of shares issued or sold by the subsidiary or equity method investee per stock transaction. ReferencesNo definition available. Details Name: `us- gaap_SaleOfStockNumberOfSharesIssuedInTransaction` Namespace Prefix: `us- gaap_` Data Type: `xbrli: sharesItemType` Balance Type: `na` Period Type: `durationX-` DefinitionPer share or per unit amount of equity securities issued. ReferencesNo definition available. Details Name: `us- gaap_SharesIssuedPricePerShare` Namespace Prefix: `us- gaap_` Data Type: `dtr- types: perShareItemType` Balance Type: `na` Period Type: `instantX-` ReferencesNo definition available. Details Name: `vcxb_PrivatePlacementDetailsLineItems` Namespace Prefix: `vcxb_` Data Type: `xbrli: stringItemType` Balance Type: `na` Period Type: `durationX-` Details Name: `us- gaap_SubsidarySaleOfStockAxis = us- gaap_PrivatePlacementMember` Namespace Prefix: `Data Type: na` Balance Type: `Period Type: Related Party Transactions (Details)- USD ($)` 1 Months Ended 11 Months Ended 12 Months EndedJan. 14, 2022 Jan. 11, 2022 Dec. 01, 2021 Dec. 31, 2022 Feb. 28, 2021 Feb. 18, 2021 Dec. 31, 2021 Dec. 31, 2022 Dec. 28, 2022 Nov. 14, 2022Related Party Transactions (Details) | Line Items | Sponsor paid \$ 37, 500 \$ 25, 000 Founder per share (in Dollars per share) \$ 10 \$ 10. 15 \$ 10 Forfeited shares (in Shares) 5, 000 1, 305, 000 Purchase shares (in

Shares) 3, 900, 000 Ordinary shares of the Company \$ 4, 000, 000 Related party loan \$ 300, 000 Company borrowed \$ 137, 000 Convertible loans \$ 1, 500, 000 Convertible per unit (in Dollars per share) \$ 10 Sponsor agreed to loan \$ 250, 000 Working capital loans outstanding \$ 0 \$ 250, 000 Administrative support expense \$ 412, 500 Outstanding amount (in Shares) 233, 000 233, 000 41, 153, 000 Founder [Member] Related Party Transactions (Details) [Line Items] Founder share percentage 25. 00 % 25. 00 % Maximum [Member] Related Party Transactions (Details) [Line Items] Administrative support expense \$ 413, 000 Minimum [Member] Related Party Transactions (Details) [Line Items] Administrative support expense \$ 0 Private Placement [Member] Related Party Transactions (Details) [Line Items] Founder per share (in Dollars per share) \$ 10 \$ 10 Private placement price (in Dollars per share) \$ 10 \$ 10 Class B Ordinary Shares [Member] Related Party Transactions (Details) [Line Items] Exchange for an aggregate shares (in Shares) 11, 672, 500 Ordinary shares, per share (in Dollars per share) \$ 0. 0001 Consideration share (in Shares) 2, 089, 167 Capitalization share (in Shares) 421, 667 Ordinary shares outstanding (in Shares) 10, 005, 000 10, 000, 000 10, 005, 000 10, 000, 000 X- Definition Amount of expense for administrative services provided to the limited liability company (LLC) or limited partnership (LP) by the managing member or general partner, affiliate of managing member or general partner, or affiliate of LLC or LP, for example, but not limited to, salaries, rent, or overhead costs.

References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-850-SubTopic-10-Section-50-Paragraph-1-URI-https://asc.fasb.org/extlink&oid=6457730&loc=d3e39549-107864> Details Name: us-gaap_AdministrativeFeesExpense Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: durationX- Definition Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation. References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-2-URI-https://asc.fasb.org/extlink&oid=126973232&loc=d3e21463-112644> Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-\(SX-210.5-02-\(29\)\)-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02-(29))-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_CommonStockSharesOutstanding Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition Including the current and noncurrent portions, carrying amount of debt identified as being convertible into another form of financial instrument (typically the entity' s common stock) as of the balance sheet date, which originally required full repayment more than twelve months after issuance or greater than the normal operating cycle of the company.

References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-944-SubTopic-210-Section-S99-Paragraph-1-Subparagraph-\(SX-210.7-03-\(a\)-\(16\)\)-URI-https://asc.fasb.org/extlink&oid=126734703&loc=d3e572229-122910](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-944-SubTopic-210-Section-S99-Paragraph-1-Subparagraph-(SX-210.7-03-(a)-(16))-URI-https://asc.fasb.org/extlink&oid=126734703&loc=d3e572229-122910) Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-\(SX-210.5-02-\(22\)\)-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02-(22))-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Reference 3: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-942-SubTopic-210-Section-S99-Paragraph-1-Subparagraph-\(SX-210.9-03-\(16\)\)-URI-https://asc.fasb.org/extlink&oid=126897435&loc=d3e534808-122878](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-942-SubTopic-210-Section-S99-Paragraph-1-Subparagraph-(SX-210.9-03-(16))-URI-https://asc.fasb.org/extlink&oid=126897435&loc=d3e534808-122878) Details Name: us-gaap_ConvertibleDebt Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instantX- Definition Per share excess of preference in liquidation over convertible debt instrument' s if-converted par or stated value of share.

References Reference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-470-SubTopic-20-Section-50-Paragraph-1B-Subparagraph-\(h\)-URI-https://asc.fasb.org/extlink&oid=123466505&loc=SL123495323-112611](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-470-SubTopic-20-Section-50-Paragraph-1B-Subparagraph-(h)-URI-https://asc.fasb.org/extlink&oid=123466505&loc=SL123495323-112611) Details Name: us-gaap_DebtInstrumentConvertibleLiquidationPreferencePerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instantX- Definition Amount of the fee that accompanies borrowing money under the debt instrument. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-\(SX-210.5-02.22-\(b\)\)-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02.22-(b))-URI-https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_DebtInstrumentFeeAmount Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instantX- Definition The percentage of ownership of common stock or equity participation in the investee accounted for under the equity method of accounting. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-323-SubTopic-10-Section-50-Paragraph-3-Subparagraph-\(a\)-\(1\)-URI-https://asc.fasb.org/extlink&oid=114001798&loc=d3e33918-111571](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-323-SubTopic-10-Section-50-Paragraph-3-Subparagraph-(a)-(1)-URI-https://asc.fasb.org/extlink&oid=114001798&loc=d3e33918-111571) Details Name: us-gaap_EquityMethodInvestmentOwnershipPercentage Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: instantX- Definition Number of shares of excess stock held by shareholders. References No definition available. Details Name: us-gaap_ExcessStockSharesOutstanding Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition The number of shares issued as [noncash or part noncash] consideration for a business or asset acquired. Noncash is defined as transactions during a period that affect recognized assets or liabilities but that do not result in cash receipts or cash payments in the period." Part noncash" refers to that portion of the transaction not resulting in cash receipts or cash payments in the period. References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-3-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4304-108586> Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-5-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4332-108586> Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-230-SubTopic-10-Section-50-Paragraph-5-URI-https://asc.fasb.org/extlink&oid=126999549&loc=d3e4332-108586>

/ ref / legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 50- Paragraph 4- URI <https://asc.fasb.org/extlink&oid=126999549&loc=d3e4313-108586> Details Name: us-gaap_NoncashOrPartNoncashAcquisitionNoncashFinancialOrEquityInstrumentConsiderationSharesIssued1 Namespace Prefix: us-gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionThe cash inflow from a long- term borrowing made from related parties where one party can exercise control or significant influence over another party; including affiliates, owners or officers and ~~the~~ their immediate families, pension trusts, and so forth. Alternate caption: Proceeds from Advances from Affiliates. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 45- Paragraph 14- Subparagraph \(b\)- URI https://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic230-SubTopic10-Section45-Paragraph14-Subparagraph(b)-URIhttps://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585) Details Name: us-gaap_ProceedsFromRelatedPartyDebt Namespace Prefix: us-gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- DefinitionAmount, after the effects of master netting arrangements, of securities borrowed from entities in exchange for collateral. Includes assets not subject to a master netting arrangement and not elected to be offset. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 20- Section 55- Paragraph 10- URI https://asc.fasb.org/extlink&oid=99393222&loc=SL20226008-175313](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic20-Section55-Paragraph10-URIhttps://asc.fasb.org/extlink&oid=99393222&loc=SL20226008-175313)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 20- Section 50- Paragraph 3- Subparagraph \(c\)- URI https://asc.fasb.org/extlink&oid=51824906&loc=SL20225862-175312](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic20-Section50-Paragraph3-Subparagraph(c)-URIhttps://asc.fasb.org/extlink&oid=51824906&loc=SL20225862-175312)Reference 3: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 860- SubTopic 30- Section 50- Paragraph 1A- Subparagraph \(b\)- URI https://asc.fasb.org/extlink&oid=109249958&loc=SL6224234-111729](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic860-SubTopic30-Section50-Paragraph1A-Subparagraph(b)-URIhttps://asc.fasb.org/extlink&oid=109249958&loc=SL6224234-111729) Details Name: us-gaap_SecuritiesBorrowed Namespace Prefix: us-gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: instantX- DefinitionPrice of a single share of a number of saleable stocks of a company. ReferencesNo definition available. Details Name: us-gaap_SharePrice Namespace Prefix: us-gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionPer share or per unit amount of equity securities issued. ReferencesNo definition available. Details Name: us-gaap_SharesIssuedPricePerShare Namespace Prefix: us-gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionFees paid to advisors who provide certain management support and administrative oversight services including the organization and sale of stock, investment funds, limited partnerships and mutual funds. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 220- SubTopic 10- Section S99- Paragraph 2- Subparagraph \(SX 210. 5- 03. 3\)- URI https://asc.fasb.org/extlink&oid=126953954&loc=SL114868664-224227](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic220-SubTopic10-SectionS99-Paragraph2-Subparagraph(SX210.5-03.3)-URIhttps://asc.fasb.org/extlink&oid=126953954&loc=SL114868664-224227) Details Name: us-gaap_SponsorFees Namespace Prefix: us-gaap_ Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- DefinitionNumber of shares of stock issued during the period as part of a transaction to acquire assets that do not qualify as a business combination. ReferencesNo definition available. Details Name: us-gaap_StockIssuedDuringPeriodSharesPurchaseOfAssets Namespace Prefix: us-gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares related to Restricted Stock Award forfeited during the period. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 3- 04\)- URI https://asc.fasb.org/extlink&oid=120397183&loc=d3e187085-122770](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.3-04)-URIhttps://asc.fasb.org/extlink&oid=120397183&loc=d3e187085-122770)Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(28\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(28))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682)Reference 3: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 10- Section 50- Paragraph 2- URI https://asc.fasb.org/extlink&oid=126973232&loc=d3e21463-112644](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-Section50-Paragraph2-URIhttps://asc.fasb.org/extlink&oid=126973232&loc=d3e21463-112644)Reference 4: [http://fasb.org/us-gaap/role/ref/legacyRef- Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(29\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(29))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_StockIssuedDuringPeriodSharesRestrictedStockAwardForfeited Namespace Prefix: us-gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionValue of shares of stock issued attributable to transactions classified as other. ReferencesNo definition available. Details Name: us-gaap_StockIssuedDuringPeriodValueOther Namespace Prefix: us-gaap_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionNumber of shares of capitalization share. ReferencesNo definition available. Details Name: vccb_CapitalizationShare Namespace Prefix: vccb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionExchange for an aggregate shares. ReferencesNo definition available. Details Name: vccb_ExchangeForAnAggregateShares Namespace Prefix: vccb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares ordinary shares, per share. ReferencesNo definition available. Details Name: vccb_OrdinarySharesPerShare Namespace Prefix: vccb_ Data Type: dtr: perShareItemType Balance Type: na Period Type: instantX- ReferencesNo definition available. Details Name: vccb_RelatedPartyTransactionsDetailsLineItems Namespace Prefix: vccb_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionAmount of working capital loans outstanding. ReferencesNo definition available. Details Name: vccb_WorkingCapitalLoansOutstanding Namespace Prefix: vccb_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- Details Name: srt_ScheduleOfEquityMethodInvestmentEquityMethodInvesteeNameAxis = vccb_FounderMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: srt_RangeAxis = srt_MaximumMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: srt_RangeAxis = srt_MinimumMember Namespace Prefix:

Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_SubsidiarySaleOfStockAxis = us- gaap_PrivatePlacementMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_StatementClassOfStockAxis = us- gaap_CommonClassBMember Namespace Prefix: Data Type: na Balance Type: Period Type: Commitments and contingencies (Details)- USD (\$) \$ in Millions 12 Months EndedJan. 14, 2022 Dec. 31, 2022Commitments and contingencies [Abstract] Initial public offering 3, 915, 000Purchase additional 3, 900, 000 Cash underwriting \$ 5. 2Additional fee \$ 14. 3X- ReferencesNo definition available. Details Name: us- gaap_CommitmentsAndContingenciesDisclosureAbstract Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionUnits that were previously issued and have been repurchased during the year. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 10- Section S99- Paragraph 5- Subparagraph \(SAB TOPIC 4. F\)- URI https://asc.fasb.org/extlink&oid=120397183&loc=d3e187171-122770](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 10- Section S99- Paragraph 5- Subparagraph (SAB TOPIC 4. F)- URI https://asc.fasb.org/extlink&oid=120397183&loc=d3e187171-122770) Details Name: us- gaap_PartnersCapitalAccountUnitsTreasury Namespace Prefix: us- gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionThe difference between the price paid by the public and the contract price less the related expenses. A broker- dealer may underwrite a security offering by contracting to buy the issue either at a fixed price or a price based on selling the offering on a best- effort basis. ReferencesNo definition available. Details Name: us- gaap_UnderwritingIncomeLoss Namespace Prefix: us- gaap_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- ReferencesNo definition available. Details Name: vccb_AdditionalFee Namespace Prefix: vccb_ Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- ReferencesNo definition available. Details Name: vccb_InitialPublicOffering Namespace Prefix: vccb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationClass A Ordinary Shares Subject To Possible Redemption (Details)- Class A Ordinary Shares [Member]- \$ / shares 12 Months EndedDec. 28, 2022 Dec. 31, 2022 Jan. 04, 2023 Dec. 31, 2021Class A Ordinary Shares Subject To Possible Redemption (Details) [Line Items] Shares, authorized 500, 000, 000 500, 000, 000Per share, value (in Dollars per share) \$ 0. 0001 \$ 0. 0001 \$ 0. 0001Ordinary shares voting right one Ordinary Shares Outstanding 31, 153, 000 31, 153, 000 Shares subject to possible redemption 4, 056, 190 30, 000, 000 Aggregate shares 25, 943, 810 Aggregate shares issued percentage 83. 28 % Aggregate shares outstanding percentage 83. 28 % Subsequent Event [Member] Class A Ordinary Shares Subject To Possible Redemption (Details) [Line Items] Shares subject to possible redemption 4, 056, 190 X- DefinitionFace amount or stated value per share of common stock. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(29\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph (SX 210. 5- 02 (29))- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us- gaap_CommonStockParOrStatedValuePerShare Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionThe maximum number of common shares permitted to be issued by an entity' s charter and bylaws. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(29\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph (SX 210. 5- 02 (29))- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us- gaap_CommonStockSharesAuthorized Namespace Prefix: us- gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionDescription of voting rights of common stock. Includes eligibility to vote and votes per share owned. Include also, if any, unusual voting rights. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 505- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=126973232&loc=d3e21475-112644> Details Name: us- gaap_CommonStockVotingRights Namespace Prefix: us- gaap_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionThe number of securities classified as temporary equity that have been issued and are held by the entity' s shareholders. Securities outstanding equals securities issued minus securities held Exchange Act of 1934; and 2. The information contained in treasury. Temporary equity is a security with redemption features that are outside the Report fairly presents control of the issuer, is not classified as an asset or liability in conformity with GAAP, and is not mandatorily redeemable. Includes any type of security that is redeemable at a fixed or determinable price or on a fixed or determinable date or dates, is redeemable at the option of the holder, or has conditions for redemption which are not solely within the control of the issuer. If convertible, the issuer does not control the actions or events necessary to issue the maximum number of shares that could be required to be delivered under the conversion option if the holder exercises the option to convert the stock to another class of equity. If the security is a warrant or a rights issue, the warrant or rights issue is considered to be temporary equity if the issuer cannot demonstrate that it would be able to deliver upon the exercise of the option by the holder in all material respects; cases. Includes stock with put option held by ESOP and stock redeemable by holder only in the financial event of a change in control of the issuer. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(SX 210. 5- 02 \(27\) \(b\)\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph (SX 210. 5- 02 (27) (b))- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us- gaap_TemporaryEquitySharesOutstanding Namespace Prefix: us- gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionThe number of aggregate shares. ReferencesNo definition available. Details Name: vccb_AggregateShares Namespace Prefix: vccb_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: durationX- DefinitionThe percentage of aggregate shares outstanding percentage. ReferencesNo definition available. Details Name: vccb_AggregateSharesOutstandingPercentage Namespace Prefix: vccb_ Data Type: dtr: percentItemType Balance Type: na Period Type: durationX- DefinitionThe percentage of aggregate shares percentage. ReferencesNo definition available. Details Name: vccb_AggregateSharesPercentage Namespace Prefix: vccb_ Data

Type: dtr: percentItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vcxb_ClassAOrdinarySharesSubjectToPossibleRedemptionDetailsLineItems Namespace Prefix: vcxb_Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionNumber of shares comprised. ReferencesNo definition available. Details Name: vcxb_SharesComprised Namespace Prefix: vcxb_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- Details Name: us-gaap_StatementClassOfStockAxis = us-gaap_CommonClassAMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us-gaap_SubsequentEventTypeAxis = us-gaap_SubsequentEventMember Namespace Prefix: Data Type: na Balance Type: Period Type: Class A Ordinary Shares Subject To Possible Redemption (Details)- Schedule of class A ordinary shares subject to possible redemption- USD (\$) 12 Months EndedDec. 31, 2022 Dec. 31, 2021Schedule Of Class AOrdinary Shares Subject To Possible Redemption Abstract Gross proceeds \$ 300,000,000 Less: Proceeds allocated to Public Warrants (12,300,000) Class A ordinary shares issuance costs (19,410,782) Plus: Accretion of carrying value to redemption value 36,210,782 Increase in redemption value of Class A ordinary shares subject to possible redemption 4,061,515 Class A ordinary shares subject to possible redemption as of December 31, 2022 \$ 308,561,515 X- DefinitionThe total of the cash outflow during the period which has been paid to third parties in connection with debt origination, which will be amortized over the remaining maturity period of the associated long-term debt and the cost incurred directly for the issuance of equity securities. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 230- SubTopic 10- Section 45- Paragraph 15- URI https://asc.fasb.org/extlink&oid=126954810&loc=d3e3291-108585> Details Name: us-gaap_PaymentOffFinancingAndStockIssuanceCosts Namespace Prefix: us-gaap_Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: durationX- DefinitionThe cash inflow from issuance of rights to purchase common shares at predetermined price (usually issued together with corporate debt). ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 130- SubTopic 10- Section 45- Paragraph 14- Subparagraph \(a\)- URI https://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 130- SubTopic 10- Section 45- Paragraph 14- Subparagraph (a)- URI https://asc.fasb.org/extlink&oid=126954810&loc=d3e3255-108585) Details Name: us-gaap_ProceedsFromIssuanceOfWarrants Namespace Prefix: us-gaap_Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- DefinitionAmount of decrease to net income for accretion of temporary equity to its redemption value to derive net income apportioned to common stockholders. ReferencesNo definition available. Details Name: us-gaap_TemporaryEquityAccretionToRedemptionValueAdjustment Namespace Prefix: us-gaap_Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- DefinitionCarrying amount, attributable to parent, of an entity's issued and outstanding stock which is not included within permanent equity. Temporary equity is a security with redemption features that are outside the control of the issuer, is not classified as an asset or liability in conformity with GAAP, and is not mandatorily redeemable. Includes any type of security that is redeemable at a fixed or determinable price or on a fixed or determinable date or dates, is redeemable at the option of the holder, or has ~~condition~~ conditions for redemption which are not solely within the control of the issuer. Includes stock with a put option held by ~~and~~ an ~~results~~ ESOP and stock redeemable by a holder only in the event of a change in control of the issuer. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph \(SX 210.13-01\(a\)\(4\)\(i\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph (SX 210.13-01(a)(4)(i))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756) Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph \(SX 210.13-01\(a\)\(5\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph (SX 210.13-01(a)(5))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756) Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph \(SX 210.13-01\(a\)\(4\)\(iv\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1A- Subparagraph (SX 210.13-01(a)(4)(iv))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442526-122756) Reference 4: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph \(SX 210.13-02\(a\)\(5\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph (SX 210.13-02(a)(5))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756) Reference 5: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph \(SX 210.13-02\(a\)\(4\)\(i\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph (SX 210.13-02(a)(4)(i))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756) Reference 6: [http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph \(SX 210.13-02\(a\)\(4\)\(iv\)\)- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Standards Codification- Topic 470- SubTopic 10- Section S99- Paragraph 1B- Subparagraph (SX 210.13-02(a)(4)(iv))- URI https://asc.fasb.org/extlink&oid=126975872&loc=SL124442552-122756) Details Name: us-gaap_TemporaryEquityCarryingAmountAttributableToParent Namespace Prefix: us-gaap_Data Type: xbrli: monetaryItemType Balance Type: credit Period Type: instantX- DefinitionChange in the value of each type or class of stock classified as temporary equity during the period. The redemption requirement does not constitute an unconditional obligation that will be settled in a variable number of shares constituting a monetary value predominantly indexed to (a) a fixed monetary amount known at inception, (b) an amount inversely correlated with the residual value of the entity, or (c) an amount determined by reference to something other than the fair value of issuer's stock. Does not include mandatorily redeemable stock. The exception is if redemption is required upon liquidation or termination of the reporting entity. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph \(27\)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 210- SubTopic 10- Section S99- Paragraph 1- Subparagraph (27)- URI https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef-Publisher FASB- Name Accounting Standards Codification- Topic 480- SubTopic 10- Section S99- Paragraph 1- URI https://asc.fasb.org/extlink&oid=122040564&loc=d3e177068-122764> Details Name: us-gaap_TemporaryEquityIssuePeriodIncreaseOrDecrease Namespace Prefix: us-gaap_Data Type: xbrli:

monetaryItemType Balance Type: na Period Type: durationX- DefinitionGross proceeds. ReferencesNo definition available. Details Name: vccb_GrossProceeds Namespace Prefix: vccb_Data Type: xbrli: monetaryItemType Balance Type: debit Period Type: durationX- ReferencesNo definition available. Details Name: vccb_LessAbstract Namespace Prefix: vccb_Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vccb_PlusAbstract Namespace Prefix: vccb_Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vccb_ScheduleOfClassAOrdinarySharesSubjectToPossibleRedemptionAbstract Namespace Prefix: vccb_Data Type: xbrli: stringItemType Balance Type: na Period Type: durationShareholders' Deficit (Details)- \$ / shares 11 Months EndedDec. 28, 2022 Dec. 31, 2021 Dec. 31, 2022 Jan. 11, 2022Shareholders' Deficit (Details) [Line Items] Preference shares authorized 1,000,000 1,000,000 Preference shares at par value (in Dollars per share) \$ 0.0001 \$ 0.0001 Preference shares, issued Preference shares, outstanding Ordinary shares issued 41,153,000 Ordinary shares outstanding 41,153,000 233,000 Class A Ordinary Shares [Member] Shareholders' Deficit (Details) [Line Items] Ordinary shares authorized 500,000,000 500,000,000 Ordinary shares at par value (in Dollars per share) \$ 0.0001 \$ 0.0001 \$ 0.0001 Aggregate shares 25,943,810 Aggregate shares issued percentage 83.28 % Aggregate shares outstanding percentage 83.28 % Shares subject to possible redemption outstanding 4,056,190 30,000,000 Ordinary shares issued 1,153,000 Ordinary shares outstanding 1,153,000 Conversion of common stock 25.00 % Class A Redeemable Ordinary Shares [Member] Shareholders' Deficit (Details) [Line Items] Ordinary shares issued 30,000,000 Ordinary shares outstanding 30,000,000 Non-redeemable Class A Ordinary Shares [Member] Shareholders' Deficit (Details) [Line Items] Ordinary shares issued 1,153,000 Ordinary shares outstanding 1,153,000 Class B Ordinary Shares [Member] Shareholders' Deficit (Details) [Line Items] Ordinary shares authorized 50,000,000 50,000,000 Ordinary shares at par value (in Dollars per share) \$ 0.0001 \$ 0.0001 \$ 0.0001 Ordinary shares issued 10,005,000 10,000,000 Ordinary shares outstanding 10,005,000 10,000,000 X- DefinitionFace amount or stated value per share of common stock. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02\(29\)\)-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(29))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_CommonStockParOrStatedValuePerShare Namespace Prefix: us-gaap_Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionThe maximum number of common shares permitted to be issued by an entity's charter and bylaws. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02\(29\)\)-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(29))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_CommonStockSharesAuthorized Namespace Prefix: us-gaap_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionTotal number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02\(29\)\)-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(29))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_CommonStockSharesIssued Namespace Prefix: us-gaap_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionNumber of shares of common stock outstanding. Common stock represent the ownership interest in a corporation. ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-Section50-Paragraph2-URIhttps://asc.fasb.org/extlink&oid=126973232&loc=d3e21463-112644> Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02\(29\)\)-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(29))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Details Name: us-gaap_CommonStockSharesOutstanding Namespace Prefix: us-gaap_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionNumber of excess stock shares of an entity that have been sold or granted to shareholders. ReferencesNo definition available. Details Name: us-gaap_ExcessStockSharesIssued Namespace Prefix: us-gaap_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionNumber of shares of excess stock held by shareholders. ReferencesNo definition available. Details Name: us-gaap_ExcessStockSharesOutstanding Namespace Prefix: us-gaap_Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionFace amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02\(28\)\)-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02(28))-URIhttps://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682) Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-Section50-Paragraph13-Subparagraph\(a\)-URIhttps://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644](http://www.xbrl.org/2003/role/disclosureRef-PublisherFASB-NameAccountingStandardsCodification-Topic505-SubTopic10-Section50-Paragraph13-Subparagraph(a)-URIhttps://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644) Details Name: us-gaap_PreferredStockParOrStatedValuePerShare Namespace Prefix: us-gaap_Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionThe maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws. ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph\(SX210.5-02](http://fasb.org/us-gaap/role/ref/legacyRef-PublisherFASB-NameAccountingStandardsCodification-Topic210-SubTopic10-SectionS99-Paragraph1-Subparagraph(SX210.5-02)

(28))- URI <https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682> Details Name: us-gaap_PreferredStockSharesAuthorized Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition Total number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) issued to shareholders (includes related preferred shares that were issued, repurchased, and remain in the treasury). May be all or portion of the number of preferred shares authorized. Excludes preferred shares that are classified as debt. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph \(SX 210. 5- 02 \(28\)\)](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02-(28)))- URI <https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682> Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph \(a\)](http://www.xbrl.org/2003/role/disclosureRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-505-SubTopic-10-Section-50-Paragraph-13-Subparagraph-(a)))- URI <https://asc.fasb.org/extlink&oid=126973232&loc=SL123496158-112644> Details Name: us-gaap_PreferredStockSharesIssued Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph \(SX 210. 5- 02 \(28\)\)](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02-(28)))- URI <https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682> Details Name: us-gaap_PreferredStockSharesOutstanding Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition The number of securities classified as temporary equity that have been issued and are held by the entity's shareholders. Securities outstanding equals securities issued minus securities held in treasury. Temporary equity is a security with redemption features that are outside the control of the issuer, is not classified as an asset or liability in conformity with GAAP, and is not mandatorily redeemable. Includes any type of security that is redeemable at a fixed or determinable price or on a fixed or determinable date or dates, is redeemable at the option of the holder, or has conditions for redemption which are not solely within the control of the issuer. If convertible, the issuer does not control the actions or events necessary to issue the maximum number of shares that could be required to be delivered under the conversion option if the holder exercises the option to convert the stock to another class of equity. If the security is a warrant or a rights issue, the warrant or rights issue is considered to be temporary equity if the issuer cannot demonstrate that it would be able to deliver upon the exercise of the option by the holder in all cases. Includes stock with put option held by ESOP and stock redeemable by holder only in the event of a change in control of the issuer. References Reference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph \(SX 210. 5- 02 \(27\) \(b\)\)](http://fasb.org/us-gaap/role/ref/legacyRef-Publisher-FASB-Name-Accounting-Standards-Codification-Topic-210-SubTopic-10-Section-S99-Paragraph-1-Subparagraph-(SX-210.5-02-(27)(b)))- URI <https://asc.fasb.org/extlink&oid=120391452&loc=d3e13212-122682> Details Name: us-gaap_TemporaryEquitySharesOutstanding Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instantX- Definition The number of aggregate shares. References No definition available. Details Name: vccb_AggregateShares Namespace Prefix: vccb_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: durationX- Definition The percentage of aggregate shares outstanding percentage. References No definition available. Details Name: vccb_AggregateSharesOutstandingPercentage Namespace Prefix: vccb_ Data Type: dtr:percentItemType Balance Type: na Period Type: durationX- Definition The percentage of aggregate shares percentage. References No definition available. Details Name: vccb_AggregateSharesPercentage Namespace Prefix: vccb_ Data Type: dtr:percentItemType Balance Type: na Period Type: durationX- Definition The percent of conversion of common stock. References No definition available. Details Name: vccb_CommonStockConversion Namespace Prefix: vccb_ Data Type: dtr:percentItemType Balance Type: na Period Type: durationX- References No definition available. Details Name: vccb_ShareholdersDeficitDetailsLineItems Namespace Prefix: vccb_ Data Type: xbrli:stringItemType Balance Type: na Period Type: durationX- Details Name: us-gaap_StatementClassOfStockAxis = us-gaap_CommonClassAMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us-gaap_StatementClassOfStockAxis = vccb_RedeemableCommonStockMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us-gaap_StatementClassOfStockAxis = vccb_NonredeemableCommonStockMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us-gaap_StatementClassOfStockAxis = us-gaap_CommonClassBMember Namespace Prefix: Data Type: na Balance Type: Period Type: Warrants (Details) 12 Months Ended Dec. 31, 2022 \$ / shares shares Warrants (Details) [Line Items | Warrant exercise price | \$ / shares \$ 11.5 Warrant expiry period 5 years Warrant description if (x) the Company - Dated: March 31, 2022 /s/ Guhan Kandasamy Guhan Kandasamy Chief Financial Officer (Principal Financial issues additional Class A ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination at and an issue price or effective issue price of less than \$ 9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the board of directors and, in the case of any such issuance to the initial shareholders or their affiliates, without taking into account any Founder Shares held by the initial shareholders or such affiliates, as applicable, prior to such issuance) (the " Newly Issued Price ")), (y) the aggregate gross proceeds from such issuances represent more than 60 % of the total equity proceeds, and interest thereon, available for the funding of the initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of the Class A ordinary shares during the 10 trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the " Market Value ") is below \$ 9.20 per share, then the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115 % of the higher of the Market Value and the Newly Issued Price, and the \$ 18.00 per share redemption trigger prices described under " Redemption of

warrants for cash ” will be adjusted (to the nearest cent) to be equal to 180 % of the higher of the Market Value and the Newly Issued Price. Redemption of warrant, description Redemption of warrants for cash: Once the warrants become exercisable, the Company may redeem the outstanding warrants (except as described herein with respect to the Private Placement Warrants): • in whole and not in part; • at a price of \$ 0. 01 per warrant; • upon a minimum of 30 days’ prior written notice of redemption to each warrant holder; and • if, and only if, the last reported sale price of Class A ordinary shares equals or exceeds \$ 18. 00 per share (as adjusted) for any 20 trading days within a 30- trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders. Public Warrants [Member | Warrants (Details) | Line Items | Outstanding warrants 15, 000, 000Private Warrants [Member | Warrants (Details) | Line Items | Outstanding warrants 576, 500X- DefinitionExercise price per share or per unit of warrants or rights outstanding. ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef- Publisher FASB- Name Accounting Officer Standards Codification- Topic 505- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=126973232&loc=d3e21475-112644](http://www.xbrl.org/2003/role/disclosureRef-Publisher FASB- Name Accounting Officer Standards Codification- Topic 505- SubTopic 10- Section 50- Paragraph 3- URI https://asc.fasb.org/extlink&oid=126973232&loc=d3e21475-112644) Details Name: us- gaap_ ClassOfWarrantOrRightExercisePriceOfWarrantsOrRights1 Namespace Prefix: us- gaap_ Data Type: dtr- types: perShareItemType Balance Type: na Period Type: instantX- DefinitionNumber of warrants or rights outstanding. ReferencesNo definition available. Details Name: us- gaap_ ClassOfWarrantOrRightOutstanding Namespace Prefix: us- gaap_ Data Type: xbrli: sharesItemType Balance Type: na Period Type: instantX- DefinitionPeriod between issuance and expiration of outstanding warrant and right embodying unconditional obligation requiring redemption by transferring asset at specified or determinable date or upon event certain to occur, in ' PnYnMnDTnHnMnS' format, for example, ' P1Y5M13D' represents reported fact of one year, five months, and thirteen days. ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef- Publisher FASB- Name Accounting Standards Codification- Topic 820- SubTopic 10- Section 50- Paragraph 2- Subparagraph \(bbb \) \(2\)- URI https://asc.fasb.org/extlink&oid=126976982&loc=d3e19207-110258](http://www.xbrl.org/2009/role/commonPracticeRef-Publisher FASB- Name Accounting Standards Codification- Topic 820- SubTopic 10- Section 50- Paragraph 2- Subparagraph (bbb) (2)- URI https://asc.fasb.org/extlink&oid=126976982&loc=d3e19207-110258) Details Name: us- gaap_ WarrantsAndRightsOutstandingTerm Namespace Prefix: us- gaap_ Data Type: xbrli: durationItemType Balance Type: na Period Type: instantX- DefinitionRedemption of warrants scenario two, description. ReferencesNo definition available. Details Name: vcxv RedemptionOfWarrantsScenarioTwoDescription Namespace Prefix: vcxv_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- DefinitionWarrant description. ReferencesNo definition available. Details Name: vcxv_ WarrantDescription Namespace Prefix: vcxv_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- ReferencesNo definition available. Details Name: vcxv_ WarrantsDetailsLineItems Namespace Prefix: vcxv_ Data Type: xbrli: stringItemType Balance Type: na Period Type: durationX- Details Name: us- gaap_ SubsidiarySaleOfStockAxis = vcxv_ PublicWarrantsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X- Details Name: us- gaap_ SubsidiarySaleOfStockAxis = vcxv_ PrivateWarrantsMember Namespace Prefix: Data Type: na Balance Type: Period Type: