UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 16, 2024

Battery Future Acquisition Corp.

(Exact name of registrant as specified in its charter)

Cayman Islands	001-41158	98-1618517
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8 The Green
STE 15614
Dover, DE 19901
(Address of principal executive office) (zip code)

Registrant's telephone number, including area code: 929-465-9707

777 Brickell Ave. #500-97545
Miami, FL 33131

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share and one-half of one redeemable warrant	BFAC.U	New York Stock Exchange
Class A ordinary shares, par value $0.0001 per share	BFAC	New York Stock Exchange
Redeemable warrants, each whole warrant exercisable for one Class A ordinary share, each at an exercise price of $11.50 per share	BFAC.WS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On January 16, 2024, Battery Future Acquisition Corp. (the "**Company**"), Battery Future Sponsor LLC, the Company's sponsor ("**Sponsor**"), Pala Investments Limited, an initial shareholder of the Company ("**Pala**"), and Camel Bay, LLC (the "**Purchaser**") entered into a share purchase agreement (the "**Purchase Agreement**"). Pursuant to the Purchase Agreement, among other things: (a) the Sponsor and Pala transferred to the Purchaser an aggregate of 4,193,695 Class B Ordinary Shares of the Company, par value $0.0001 per share (the "**Founder Shares**"); (b) the Purchaser executed a joinder agreement (the "**Joinder**") to become a party to that certain letter agreement, dated December 14, 2021 ("**Letter Agreement**"), and that certain Registration Rights Agreement, dated December 14, 2021 ("**Registration Rights Agreement**"), each originally entered into in connection with the Company's initial public offering ("**IPO**"), among the Company, the Sponsor, Pala and certain equityholders of the Company; (c) the Sponsor, Pala and certain other holders of Founder Shares gave to Purchaser the irrevocable right to vote the Founder Shares on their behalf and to take certain other actions on their behalf (the "**POA Agreements**"); (d) the Sponsor, Pala and Cantor Fitzgerald & Co. and Roth Capital Partners, LLC, the underwriters in the IPO (the "**Underwriters**"), entered into surrender and cancellation agreements (the "**Warrant Cancellation Agreements**") whereby such parties have agreed to cancel an aggregate of 16,300,000 private placement warrants (the "**Placement Warrants**") purchased by them at the time of the IPO; and (e) certain holders of promissory notes (the "**Lenders**") issued by the Company to such Lenders agreed to cancel their promissory notes in an aggregate principal amount of $6,433,333 ("**Debt Cancellation Agreements**"). In addition, each of the Underwriters entered into an agreement (the "**Underwriter Agreements**") whereby such parties waived their entitlement to the payment of any cash fees and expenses pursuant to that certain business combination marketing agreement, dated December 14, 2021.

The foregoing descriptions of the Purchase Agreement, the Joinder Agreement, the form of POA Agreements, the form of Warrant Cancellation Agreements, the form of Debt Cancellation Agreements and the Underwriter Agreements do not purport to be complete, are qualified in their entirety by reference to the full text of the applicable agreement, each of which is incorporated by reference herein and filed herewith as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers, Compensatory Arrangements of Certain Officers.

Resignation of Officers and Directors

On January 16, 2024, in connection with the execution of the Purchase Agreement, effective immediately, the following officers and directors submitted the resignation of their respective offices: Greg Martyr as Chief Executive Officer and director, Kris Salinger as Chief Financial Officer and director, Josh Payne as Chief Operating Officer, Nick O'Loughlin as Chief Development Officer and each of Simon Hay, Jessica Fung, Erez Ichilov, Natalia Streltsova and Adrian Griffin as directors of the Company. There were no disagreements between the Company and any officer or director on any matter related to the Company's operations, policies or practices.

Appointment of Officers and Directors

On January 16, 2024, in connection with the execution of the Purchase Agreement and resignation of the above-referenced officers and directors, the holders of the Founder Shares appointed Weiyi Zheng as Chief Executive Officer and Chairman of the Board and each of Hao Tian, Zixun Jin and Shengming Shi as independent directors of the Company. Each of Hao Tian, Zixun Jin and Shengming Shi will serve on the audit, compensation and nominating committees. Mr. Tian will act as the "financial expert" and serve as chairman of the audit committee.

In connection with their appointments, the Company and each of Weiyi Zheng, Hao Tian, Zixun Jin and Shengming Shi will enter into a standard form of indemnification agreement. Other than pursuant to the Purchase Agreement, there are no arrangements or understandings pursuant to which each of Hao Tian, Zixun Jin and Shengming Shi were selected as a director. None of Weiyi Zheng, Hao Tian, Zixun Jin and Shengming Shi has a direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Weiyi Zheng, 29 years old, will serve as Chief Executive Officer and Chairman of the Board. Weiyi Zheng is the Senior Vice President of First Cover, Inc., a New York-based risk, compliance, and corporate services provider. Since 2019, Ms. Zheng has served as the Chief Marketing Officer at Tigerless Health, Inc., a leading US direct-to-consumer Insurtech company, where she establishes cooperative relationships and leads national marketing campaigns across all media types. Ms. Zheng holds a Master's degree in Strategic Communication from Columbia University and a Bachelor's degree from the University of California, Davis. The Company believes that Weiyi Zheng is well qualified to serve on its board of directors due to her extensive network and years of marketing experience.

Hao Tian, 31 years old, will serve as an independent director on the Company's Board. Hao Tian is a risk manager at Amazon.com, Inc. ("Amazon") and brings professional experience in due diligence investigation, anti-money laundering, and sanctions compliance. Before joining Amazon in 2021, Mr. Tian was a lead associate at Kroll, LLC (formerly Duff & Phelps), a premier investigation and financial risk advisory firm headquartered in New York, based in its Toronto and Reston offices. He started his career with the corporate security division at the World Bank Group based in Washington D.C. Mr. Tian holds a Master's degree from Georgetown University's School of Foreign Service and a Bachelor's degree in international relations and French studies from Lehigh University. The Company believes that Hao Tian is well qualified to serve on its board of directors due to his extensive experience in financial risk and compliance matters.

Zixun Jin, 36 years old, will serve as an independent director on the Company's Board. Zixun Jin is experienced in operations management and data analysis. He has held the role of Operation Manager at European Dismantler Inc. since 2013, where his role is overseeing operations and implementing effective processes. Prior to his tenure at European Dismantler Inc., Mr. Jin worked as a Data Mining Analyst at Lehigh University, utilizing analytical skills to extract insights from complex datasets. His ability to uncover meaningful patterns and trends within the data contributed to improved decision-making and strategic planning. Mr. Jin holds a Master's degree in Industrial and System Engineering from Lehigh University, as well as a Bachelor's degree in Mechanical Engineering from Hefei University of Technology. The Company believes that Zixun Jin is well qualified to serve on its board of directors due to his extensive experience in operations management and data analysis.

Shengming Shi, 43 years old, will serve as an independent director on the Company's Board. Currently Mr. Shi is a Partner Attorney at Kevin Kerveng Tung PC and has contributed extensive legal expertise to the firm since 2012. As a licensed Attorney in the State of New York since 2005, Mr. Shi specializes in business immigration law, corporate law, and complex real estate transactions. Prior to joining Kevin Kerveng Tung P.C. in 2012, Mr. Shi was associated with King & Wood Mallesons. Mr. Shi graduated with honors from Chicago-Kent College of Law with a Master's Degree in Laws (LL.M) and obtained his Bachelor Degree in Laws (LL.B) from East China University of Politics and Law. Mr. Shi was admitted to practice law in New York State Court, US District Court Eastern District of New York and US District Court Southern District of New York. The Company believes Shengming Shi is well qualified to serve on its board of directors due to his expertise in guiding companies through complex legal matters.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

The following exhibits are furnished with this report.

Exhibit No.	Description
10.1	Share Purchase Agreement by and among Battery Future Acquisition Corp., Battery Future Sponsor LLC, Pala Investments Limited and Camel Bay, LLC
10.2	Joinder Agreement
10.3	Form of Power of Attorney Agreements
10.4	Form of Warrant Cancellation Agreements
10.5	Form of Debt Agreements
10.6	Fee Reduction Agreement between Battery Future Acquisition Corp., Battery Future Sponsor LLC and Cantor Fitzgerald & Co.
10.7	Letter Agreement between Battery Future Acquisition Corp., Battery Future Sponsor LLC and Roth Capital Partners, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Battery Future Acquisition Corp. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BATTERY FUTURE ACQUISITION CORP.

Date: January 18, 2024

By: */s/ Weiyi Zheng*
Weiyi Zheng
Chief Executive Officer

EXHIBIT 10.1

Execution Version

SHARE PURCHASE AGREEMENT

by and among

BATTERY FUTURE SPONSOR LLC

and

PALA INVESTMENTS LIMITED,

as the Sellers,

CAMEL BAY, LLC,

as Buyer

and

BATTERY FUTURE ACQUISITION CORP.,

as the Company

Dated: January 16, 2024

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "Agreement"), dated as of January 16, 2024, is made by and between BATTERY FUTURE ACQUISITION CORP. (the "SPAC" or the "Company"), BATTERY FUTURE SPONSOR LLC ("BFAC Sponsor"), PALA INVESTMENTS LIMITED ("Pala", together with BFAC Sponsor, the "Sellers" or "Sponsors"), and CAMEL BAY, LLC (the "Buyer"). Each of Buyer, SPAC and the Sellers are referred to herein as a "Party" and together as the "Parties."

RECITALS

WHEREAS, (i) BFAC Sponsor owns 5,748,889 Class B Ordinary Shares of the SPAC, par value $0.0001 per share ("Founder Shares"), and 9,445,000 warrants to acquire Class A Ordinary Shares of the SPAC, par value $0.0001 per share (the "Class A Shares"), purchased in a private placement contemporaneously with the SPAC's initial public offering (the "Placement Warrants"), (ii) Pala owns 2,751,111 Founder Shares and 3,095,000 Placement Warrants, (iii) Cantor Fitzgerald & Co. ("Cantor") owns 2,760,000 Placement Warrants, and (iv) Roth Capital Partners, LLC ("Roth") owns 125,000 Founder Shares and 1,000,000 Placement Warrants;

WHEREAS, Buyer desires to acquire from the Sellers, and the Sellers desire to sell to Buyer, an aggregate amount of 4,193,695 Founder Shares in the amounts set forth on Annex I attached hereto (the "Purchased Founder Shares"), on the following terms and conditions;

WHEREAS, as an inducement to enter into this Share Purchase Agreement, (i) each Seller and each other holder of Placement Warrants shall each enter into an agreement with SPAC that terminates all of the Placement Warrants held by such holder (the "Warrant Termination Agreements"), (iii) each Seller shall enter into a loan cancellation agreement to forgive, cancel and terminate the Sponsor Promissory Notes (as defined below) (the "Loan Cancellation Agreements"), and (iii) the Sellers shall collectively transfer an aggregate amount of 350,000 Founder Shares to the Service Providers, in the amounts for each Service Provider as set forth on Annex I, pursuant to fee reduction or waiver agreements (the "Service Provider Letter Agreements"), in each case, entered into as of even date herewith.

NOW THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I
Definitions and Rules of Construction

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means (a) as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person or (b) as to any Person that is a natural Person, any such Person's spouse, parents, children and siblings, whether by blood, adoption or marriage, residing in such Person's home or any trust or similar entity for the benefit of any of the foregoing Persons. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agreement" means this Share Purchase Agreement, as it may be amended from time to time.

"Ancillary Documents" means the documents, agreements, statements or certificates being executed and delivered in connection with this Agreement and the transactions contemplated hereby.

"Business Combination" means the SPAC's acquisition of a target business via merger, capital share exchange, asset acquisition, share purchase, reorganization or other similar business combination.

"Business Day" means any day other than a Saturday, Sunday or day on which banks are closed in New York, New York. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

"Buyer" has the meaning set forth in the Preamble.

"Chosen Courts" has the meaning set forth in Section 7.10.

"Closing" has the meaning set forth in Section 2.2(a).

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Material Adverse Effect" means any event, change, development, effect, condition, circumstance, matter, occurrence, or state of fact that has had or is reasonably expected to have a material adverse effect on (a) the business, operations or financial condition of SPAC, taken as a whole, or (b) the ability of any Seller or the SPAC to perform its obligations under this Agreement or to consummate the Contemplated Transactions; provided, that none of the following events, changes, developments, effects, conditions, circumstances, matters, occurrences or states of facts, whether alone or in combination, shall be taken into account in determining whether there has been or may be a Company Material Adverse Effect: any adverse event, change, development, effect, condition, circumstance, matter, occurrence or state of facts attributable to (i) any general, regional, global or national economic, monetary or financial condition, including changes or developments in prevailing interest rates, credit markets, securities markets, general economic or business conditions or currency exchange rates, or political or regulatory conditions, (ii) operating, business, regulatory or other conditions generally affecting similarly structured blank check companies as the SPAC, (iii) any change in Laws or GAAP, or (iv) the negotiation, execution, delivery, performance or announcement of this Agreement or the Contemplated Transactions (it being understood that the facts and circumstances giving rise or contributing to any such event, change, development, effect, condition, circumstance, matter, occurrence or state of fact may, unless otherwise excluded by another clause in this definition of "Company Material Adverse Effect," be taken into account in determining whether a "Company Material Adverse Effect" has occurred or could reasonably be expected to occur, so long as in the case of clauses (i) and (ii), such events, changes, developments, effects, conditions, circumstances, matters, occurrences or state of facts do not materially and adversely affect the SPAC, taken as a whole, in a materially disproportionate manner relative to other special purpose acquisition companies).

"Company Parties" has the meaning set forth in Section 5.9.

"Contemplated Transactions" means the transactions contemplated by this Agreement and the Ancillary Documents.

"Founder Shares" has the meaning set forth in the Recitals.

"Fraud" means with respect to any Person, the making of a statement of fact with intent to deceive another Person and requires (a) a false representation of material fact; (b) with knowledge that such representation is false; (c) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; (d) causing that party, in justifiable reliance upon such false representation, to take or refrain from taking action; and (e) causing such party to suffer damage by reason of such reliance.

"GAAP" means United States generally accepted accounting principles and practices in effect from time to time consistently applied.

"Governmental Authority" means any nation or government, any supranational, foreign or domestic federal, state, county, municipal or other political instrumentality or subdivision thereof and any supranational, foreign or domestic entity or body exercising executive, legislative, judicial, regulatory, administrative functions of or pertaining to government, including any court.

"Insiders" means the holders of Founder Shares.

"IRS" means the Internal Revenue Service.

"Joinder Agreement" means the agreement to be executed at Closing whereby Buyer shall become a party to the Letter Agreement and the Registration Rights Agreement.

"Laws" means all laws, Orders, statutes, codes, regulations, ordinances, judgments, decrees, rules, or other requirements or pronouncement with similar effect of any Governmental Authority.

"Letter Agreement" means the Letter Agreement, dated as of December 14, 2021 among the SPAC and the Insiders in connection with the SPAC's initial public offering.

"Lien" means any lien, mortgage, deed of trust, security interest, pledge, charge, encumbrance, hypothecation, claim, contractual restriction, easement, right-of-way, option, right of first refusal or first offer, preemptive right, limitation, defects in title, restrictive covenants or other similar restriction or encumbrance.

"Loan Cancellation Agreements" has the meaning set forth in the Recitals.

"Loss" means any direct or indirect liability, claim, loss, damage, suit, obligation, judgment, fine, cost, expense or penalty (including reasonable attorneys' fees and expenses).

"Non-Redemption Agreements" means the Non-Redemption Agreement and Assignment of Economic Interest Agreements set forth on Schedule 1.1(a).

"NYSE" means the New York Stock Exchange.

"Orders" means all judgments, orders, rulings, determinations, writs, injunctions, decisions, rulings, decrees, settlement agreements, stipulations, and awards of any Governmental Authority.

"Organizational Documents" means, with respect to any Person (other than an individual), (i) the certificate of formation or incorporation or articles of incorporation, organization or association and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (ii) all bylaws, memoranda of association, regulations, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"Party" or "Parties" have the meanings set forth in the Preamble.

"Permitted Lien" means any (a) Lien in respect of Taxes not yet due and payable or which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, as reflected in the financial statements, (b) any other Liens that, individually or in the aggregate, do not materially impair the value or the continued or proposed use and operation of the assets or properties to which they relate, (c) Liens imposed by applicable Law (including but not limited to zoning, entitlement, building and or other land use regulations) and (d) Liens pursuant to applicable securities Laws, which, individually or in the aggregate, do not materially impair the value or the continued or proposed use and operation of the assets or properties to which they relate.

"Person" means any individual, person, entity, general partnership, limited partnership, limited liability partnership, limited liability company, private limited company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

"Placement Warrants" has the meaning set forth in the Recitals.

"POA" or "Power of Attorney" means the irrevocable power of attorney to be executed at Closing by the holders of Class B Ordinary Shares of the SPAC.

"Pro Rata Percentage" means, with respect to each Seller, the percentage interest set opposite to such Seller's name on Annex I.

"Purchased Founder Shares" has the meaning set forth in the Recitals.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of December 14, 2021, among the SPAC, the Sponsor and other equityholders named therein.

"Representatives" means, with respect to any Person, its officers, directors, management board members, employees, accountants, consultants, investment bankers, legal counsel, agents, proxies and other advisors and representatives.

"SEC" has the meaning set forth in Section 6.2(b).

"SEC Reports" has the meaning set forth in Section 4.3.

"Securities Act" means the Securities Act of 1933, as amended.

"Service Providers" means the service providers of SPAC and the Sponsors set forth on Schedule 1.1(b).

"Service Provider Letter Agreements" has the meaning set forth in the Recitals.

"SPAC" has the meaning set forth in the Recitals.

"SPAC Related Party Transaction" has the meaning set forth in Section 4.5.

"Sponsor Promissory Notes" means the promissory notes set forth on Schedule 1.1(c).

"Tax" or "Taxes" means any foreign, federal, state or local income, gross receipts, occupation, environmental, customs, duties, registration, alternative or add-on minimum, estimated, withholding, payroll, employment, unemployment insurance, social security (or similar), excise, sales, use, value-added, franchise, real property, personal property, business and occupation, capital stock, stamp or documentary, transfer, workman's compensation or other tax, governmental fee or imposition of any kind whatsoever, including any interest, penalties, additions, assessments or deferred liability with respect thereto, whether disputed or not.

"Tax Return" means any report, return, form, estimate, declaration, information return or statement filed or required to be filed in connection with any Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

"Tax Sharing Agreement" means any Tax indemnity agreement, Tax sharing agreement, Tax allocation agreement or similar contract or arrangement, whether written or unwritten (including, without limitation, any such agreement, contract or arrangement included in any purchase or sale agreement, merger agreement, joint venture agreement or other document).

"Treasury" has the meaning set forth in Section 5.4.

"Treasury Regulations" means the Treasury regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time. Any reference herein to a particular provision of the Treasury Regulations means, where appropriate, the corresponding successor provision.

"Warrant Termination Agreements" has the meaning set forth in the Recitals.

1.2 Rules of Construction.

Unless the context otherwise requires:

(a) a capitalized term has the meaning assigned to it in this Agreement;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) references in the singular or to "him," "her," "it," "itself," or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be;

(d) references to Articles, Sections, Schedules and Exhibits shall refer to articles, sections, schedules and exhibits of this Agreement, unless otherwise specified;

(e) the headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof;

(f) this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party that drafted and caused this Agreement to be drafted;

(g) all monetary figures shall be in U.S. dollars unless otherwise specified;

(h) references to "including" in this Agreement shall mean "including, without limitation," whether or not so specified;

(i) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if;" and

(j) the word "or" is not exclusive and the words "will" and "will not" are expressions of command and not merely expressions of future intent or expectation.

ARTICLE II

Purchase and Sale of Purchased Founder Shares

2.1 Transfer of Purchased Founder Shares.

Upon the terms and subject to the conditions of this Agreement, the Sellers hereby sell, assign, transfer, and convey to Buyer, and Buyer hereby purchases, acquires, and accepts from the Sellers, all right, title, and interest in and of the Purchased Founder Shares, free and clear of all Liens, other than Permitted Liens, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

2.2 Closing.

(a) Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the electronic exchange of documents and signatures, on the date hereof. The Parties intend that the Closing shall be effected, to the extent practicable, by conference call, the electronic delivery of documents and the prior physical exchange of certificates and certain other documents and instruments to be held in escrow by outside counsel to the recipient Party pending authorization by the delivering Party (or their outside counsel) of their release at the Closing.

(b) Closing Deliverables of Sellers and the SPAC.

The Sellers and the SPAC shall deliver or cause to be delivered to Buyer at the Closing:

(i) book entry interests evidencing the Sellers' ownership of the Purchased Founder Shares, free and clear of all Liens, other than Permitted Liens, in a form and substance satisfactory to Buyer and an instruction from the Sellers to the SPAC to cause the book entry interests evidencing the Purchased Founder Shares being sold under this Agreement to be transferred to Buyer;

(ii) written resignations of the officers and directors of the SPAC as identified on Schedule I attached hereto;

(iii) executed POAs from the Sellers;

(iv) the Warrant Termination Agreements, duly executed by the Sellers and each other holder of Private Warrants;

(v) the Service Provider Letter Agreements, duly executed by BFAC Sponsor, Pala and the Service Providers;

(vi) the Loan Cancellation Agreements, duly executed by BFAC Sponsor, Pala and the applicable lenders set forth on Schedule 1.1(c); and

(vii) waivers from the underwriters of the SPAC's initial public offering, providing for, among other things, the forfeiture of their right to receive the deferred underwriting fee in its entirety pursuant to the Underwriting Agreement dated December 14, 2021.

(c) Closing Deliverables of Buyer. The Buyer shall deliver or cause to be delivered to the Sellers at the Closing:

(i) an executed Joinder Agreement to become a party to the Letter Agreement and the Registration Rights Agreement.

ARTICLE III
Representations and Warranties with respect to the Sellers

Each Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the date hereof (except for such representations and warranties made only as of a specific date):

3.1 Organization; Authorization and Enforceability.

Such Seller is duly organized, validly existing and in good standing in its jurisdiction of organization. Such Seller is not in violation of any of the provisions of its Organizational Documents.

Such Seller and the SPAC has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which such Seller or SPAC is (or will be) a party and to perform such Seller's or SPAC's obligations thereunder. The execution and delivery of this Agreement and the Ancillary Documents to which such Seller or SPAC is a party and the performance by such Seller or SPAC of the Contemplated Transactions that are required to be performed by such Seller or SPAC has been duly authorized by such Seller or SPAC, and no other corporate proceedings on the part of such Seller or SPAC are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which such Seller or SPAC is a party or the consummation of the Contemplated Transactions that are required to be performed by such Seller or SPAC. This Agreement and each of the Ancillary Documents to be executed and delivered at the Closing by such Seller or SPAC will be, at the Closing, duly authorized, executed and delivered by such Seller or SPAC and assuming that this Agreement is a valid and legally binding obligation of the other parties hereto or thereto, constitutes, or as of such Closing Date will constitute, a valid and legally binding agreement of such Seller or SPAC, enforceable against such Seller or SPAC, in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights.

3.2 Ownership of the Purchased Founder Shares.

Such Seller is the legal, record and beneficial owner and holder of the Purchased Founder Shares opposite such Seller's name on Annex I attached hereto and has good and marketable title to such amount of Purchased Founder Shares, free and clear of any and all Liens, other than Permitted Liens. Such Seller is not a party to any option, warrant, equity right, purchase right or other contract or commitment that would require such Seller to offer, sell, transfer or otherwise offer or dispose of such Seller's Purchased Founder Shares, other than this Agreement. Upon the consummation of the Contemplated Transactions and in accordance with the terms hereof, at the Closing, Buyer will acquire good and valid title to such Seller's Purchased Founder Shares, free and clear of all Liens, other than Liens created by Buyer and Permitted Liens.

3.3 Consents and Approvals.

The execution and delivery by such Seller and SPAC of this Agreement and the Ancillary Documents to which such Seller or SPAC is a party, the consummation of the Contemplated Transactions by such Seller and SPAC and compliance with the terms of this Agreement and the Ancillary Documents to which such Seller or SPAC is a party do not (i) conflict with or violate any provision of the Organizational Documents of such Seller or the SPAC, (ii) conflict with, violate, result in any breach of, constitute a default under (or an event that with notice or passage of time or both would constitute a breach or default), give rise to a right of acceleration, termination or cancellation of, or result in the creation of any obligation under or loss of any benefit of, or require any notice to or consent, approval or other action by any Governmental Authority or other third party under any Law, Order, contract or other agreement applicable to such Seller or the SPAC, or (iii) result in the creation of any Lien on any of the Purchased Founder Shares other than Permitted Liens, except in the case of any of clause (ii) or (iii) above, as would not have a Company Material Adverse Effect or materially delay or materially impair the consummation of the Contemplated Transactions.

ARTICLE IV
Representations and Warranties with respect to the SPAC

BFAC Sponsor hereby represents and warrants to Buyer that the following statements are true and correct as of the date hereof (except for such representations and warranties made only as of a specific date):

4.1 Organization and Power.

The SPAC is duly organized, validly existing and in good standing in its jurisdiction of organization. The SPAC is not in violation of any of the provisions of its Organizational Documents.

4.2 Capitalization.

All outstanding Founder Shares are duly authorized, fully paid, validly issued, non-assessable, have not been or were not issued in violation of any preemptive or similar rights and were issued in compliance with applicable securities Laws or exemptions therefrom.

Other than as disclosed in the SEC Reports, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any equity interests in the SPAC.

4.3 SEC Filings.

The SPAC has filed or furnished all statements, forms, reports and documents required to be filed or furnished by it prior to the date of this Agreement with the SEC since its IPO (collectively, and together with any exhibits and schedules thereto and other information incorporated therein, and as they have been supplemented, modified or amended since the time of filing, the "SEC Reports"). Each of the SEC Reports, as of their respective dates of filing, and as of the date of any amendment or filing that superseded the initial filing, complied in all material respects with the applicable requirements of Law (including, as applicable, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder) applicable to the SEC Reports. As of their respective dates of filing, the SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made or will be made, as applicable, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the SEC Reports.

4.4 Trust Account.

As of the date of this Agreement, SPAC has an amount in cash in the Trust Account established at the time of the SPAC's initial public offering for the benefit of the holders of the Class A Shares (the "Trust Account") of at least $56,766,699.36. The funds held in the Trust Account are (i) held in an interest-bearing demand deposit accounts and (ii) held in trust pursuant to that certain Investment Management Trust Agreement, dated as of December 14, 2021, and as amended on June 12, 2023 and November 13, 2023 (the "Trust Agreement"), by and between SPAC and Continental Stock Transfer and Trust, as trustee (the "Trustee"). There are no separate agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the SEC Reports to be inaccurate in any material respect or that would entitle any Person to any portion of the funds in the Trust Account (other than (x) in respect of deferred underwriting commissions and/or marketing fees under the Marketing Agreement (which will be waived), (y) the SPAC stockholders who shall have elected to redeem their shares pursuant to the Governing Documents of SPAC or (z) with respect to interest earned on the proceeds in the Trust Account (i) to pay income taxes and (ii) up to $100,000 to pay dissolution expenses if SPAC fails to complete a Business Combination within the allotted time period set forth in the Governing Documents of SPAC and liquidates the Trust Account). Prior to the closing of a Business Combination, none of the funds held in the Trust Account are permitted to be released, except in the circumstances described in the Governing Documents of SPAC and the Trust Agreement. SPAC has performed all material obligations required to be performed by it to date under, and is not in material default, breach or delinquent in performance or any other respect (claimed or actual) in connection with the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. There are no claims or Proceedings pending with respect to the Trust Account. Since December 14, 2021, SPAC has not released any money from the Trust Account (other than interest income earned on the funds held in the Trust Account as permitted by the Trust Agreement and to pay redeeming shareholders in connection with the shareholder votes on June 12, 2023 and November 14, 2023).

4.5 Transactions with Affiliates. The SEC Reports disclose all contracts between (a) SPAC, on the one hand, and (b) any officer, director, employee, partner, member, manager, direct or indirect equityholder (including the Sponsors), warrant holder or Affiliate of either SPAC or any member of the Sponsors, on the other hand (each Person identified in this clause (b), a "SPAC Related Party"). Except as set forth on Schedule 4.5 hereto, no SPAC Related Party owes any amount to, or is owed any amount by, SPAC. All contracts, arrangements, understandings, interests and other matters that are required to be disclosed pursuant to this Section 4.5 are referred to herein as "SPAC Related Party Transactions".

4.6 Litigation. There is (and since its incorporation, there has been) no proceeding pending or, to the knowledge of SPAC, threatened, against or affecting SPAC or its assets, including any condemnation or similar Proceedings that, if adversely decided or resolved, would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Neither SPAC nor any of its properties or assets is subject to any order from any Governmental Authority. As of the date of this Agreement, there are no material proceedings by SPAC pending against any other Person. There is no unsatisfied judgment or any open injunction binding upon SPAC that would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

4.7 Compliance with Applicable Law. SPAC is (and since its incorporation, has been) in compliance with all applicable Laws, except as would not have a Company Material Adverse Effect. SPAC has not received any written notice from any Governmental Authority of a violation of any applicable Law by SPAC at any time since its formation, which violation would reasonably be expected to have a material adverse effect on the ability of SPAC to enter into, perform its obligations under any Business Combination.

4.8 Business Activities.

(a) Except as set forth in SPAC's Governing Documents, there is no contract binding upon SPAC or to which SPAC is a party that has or would reasonably be expected to have a material adverse effect on SPAC's ability to complete a Business Combination.

(b) SPAC does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. SPAC has no interests, rights, obligations or liabilities with respect to, or is party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any contract or transaction that is, or could reasonably be interpreted as constituting, a Business Combination.

(c) As of immediately prior to the Closing, SPAC shall have paid all outstanding invoices and monetary obligations of the SPAC incurred prior to the Closing Date, or such invoices and monetary obligations have otherwise been waived.

4.9 Internal Controls; Listing; Financial Statements.

(a) Except as is not required in reliance on exemptions from various reporting requirements by virtue of SPAC's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the JOBS Act, or "smaller reporting company" within the meaning of the Exchange Act, since its IPO, and except as has been disclosed in the SEC Reports (i) SPAC has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of SPAC's financial reporting and the preparation of the SPAC financial statements for external purposes in accordance with GAAP and (ii) SPAC has established and maintained disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) designed to ensure that material information relating to SPAC is made known to SPAC's principal executive officer and principal financial officer by others within SPAC. Except as disclosed in the SEC Reports, such disclosure controls and procedures are effective in timely alerting SPAC's principal executive officer and principal financial officer to material information required to be included in the SPAC financial statements included in SPAC's periodic reports required under the Exchange Act.

(b) SPAC has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act. There are no outstanding loans or other extensions of credit made by SPAC to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of SPAC.

(c) Since its IPO, SPAC has complied in all material respects with all applicable listing and corporate governance rules and regulations of the NYSE. The issued and outstanding SPAC Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. The issued and outstanding SPAC Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. The issued and outstanding SPAC Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE. As of the date of this Agreement, there is no Proceeding pending or, to the knowledge of SPAC, threatened against SPAC by the NYSE or the SEC with respect to any intention by such entity to deregister the SPAC Units, SPAC Shares or SPAC Warrants or prohibit or terminate the listing of the SPAC Units, SPAC Shares or SPAC Warrants on the NYSE. Neither SPAC nor any of its Affiliates has taken any action that is designed to terminate the registration of the SPAC Units, SPAC Shares or SPAC Warrants under the Exchange Act.

(d) SPAC has established and maintains systems of internal accounting controls that are designed to provide, in all material respects, reasonable assurance that (i) all transactions are executed in accordance with management's authorization and (ii) all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with GAAP and to maintain accountability for SPAC's assets. SPAC maintains and, for all periods covered by the SPAC financial statements, has maintained books and records of SPAC in the ordinary course of business that are accurate and complete and reflect the revenues, expenses, assets and liabilities of SPAC in all material respects.

(e) Since its incorporation, SPAC has not received any written complaint, allegation, assertion or claim that there is (i) a "significant deficiency" in the internal controls over financial reporting of SPAC, (ii) a "material weakness" in the internal controls over financial reporting of SPAC or (iii) fraud, whether or not material, that involves management or other employees of SPAC who have a significant role in the internal controls over financial reporting of SPAC.

(f) To the knowledge of SPAC, none of the SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

4.10 No Undisclosed Liabilities. Except for the liabilities (a) that are incurred in connection with or incident or related to SPAC's incorporation or continuing corporate existence, which are immaterial in nature, (b) that are incurred in connection with activities that are administrative or ministerial, in each case, which are immaterial in nature or (c) set forth or disclosed on Schedule 4.10 or Schedule II, SPAC has no liabilities of any kind.

4.11 Tax Matters.

(a) SPAC has timely filed, or caused to be timely filed, all income and other Tax Returns required to be filed by it (taking into account all available extensions) and such Tax Returns true, accurate, correct and complete in all respects. SPAC has timely paid, or caused to be paid, all Taxes required to be paid, other than such Taxes for which adequate reserves have been established as reflected on the financial statements.

(b) SPAC has complied in all material respects with all applicable Tax Laws relating to withholding and remittance of all Taxes and all Taxes required by applicable Tax Laws to be withheld by SPAC have been withheld and timely paid over to the appropriate governmental entity.

(c) To the knowledge of SPAC, there are no claims, assessments, audits, examinations, investigations or other similar actions pending or in progress against SPAC, in respect of any Tax, and SPAC has not been notified in writing of any proposed Tax claims or assessments against SPAC (other than, in each case, claims or assessments for which adequate reserves have been established and as reflected in the financial statements).

(d) There are no material Liens with respect to any Taxes upon any of SPAC's assets, other than Permitted Liens. SPAC has no outstanding waivers or extensions of any applicable statute of limitations to assess any Taxes. There are no outstanding requests by SPAC for any extension of time within which to file any Tax Return or to pay any Taxes.

(e) SPAC has no liability for the Taxes of another Person pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Tax Law) or as a transferee or successor or by contract, indemnity or otherwise. SPAC is not a party to or bound by any Tax indemnity agreement, Tax Sharing Agreement, Tax allocation agreement or similar agreement, arrangement or practice with respect to Taxes (including any closing agreement or other agreement relating to Taxes with any governmental entity) (other than any customary commercial contract entered into in the ordinary course of business and the principal purpose of which does not relate to Taxes).

(f) SPAC is not and has never been a member of any consolidated, combined, unitary or affiliated group of corporations for any Tax purposes.

(g) SPAC has not participated in a "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2) or any similar provision of state, local or non-U.S. Tax Law.

(h) During the two (2)-year period ending on the date of this Agreement, SPAC was not a distributing corporation or a controlled corporation in a transaction purported or intended to be governed by Section 355 of the Code.

(i) SPAC is Tax resident only in its jurisdiction of incorporation.

(j) SPAC is not and has not been during the last five (5) years a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

4.12 Material Contracts; No Defaults.

(a) SPAC has filed as an exhibit to the SEC Reports all "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) (other than confidentiality and non-disclosure agreements, this Agreement and the Ancillary Documents) to which, as of the date of this Agreement, SPAC is a party or by which any of its respective assets are bound.

(b) The SEC Reports contain true, correct and complete copies of the applicable SPAC's financial statements for the periods covered therein. The SPAC financial statements (i) fairly present in all material respects the financial position of SPAC as at the respective dates thereof, and the results of its operations, shareholders' equity and cash flows for the respective periods then ended (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis (except, in the case of any audited financial statements, as may be indicated in the notes thereto and subject, in the case of any unaudited financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of footnotes), (iii) in the case of the audited SPAC financial statements, were audited in accordance with the standards of the PCAOB and (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof (including Regulation S-X or Regulation S-K, as applicable).

(c) Each contract of a type required to be filed as an exhibit to the SEC Reports, whether or not filed, was entered into at arm's length. Such contracts are in full force and effect and represent the legal, valid and binding obligations of SPAC, and the other parties thereto, and are enforceable by SPAC to the extent a party thereto in accordance with their terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a Proceeding in equity or at law). SPAC and the counterparties thereto, are not in material breach of or material default (or would be in material breach, violation or default but for the existence of a cure period) under any such contract. SPAC has not received any written or oral claim or notice of material breach of or material default under any such contract. No event has occurred which, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any such contract by SPAC or any other party thereto (in each case, with or without notice or lapse of time or both). SPAC has not received written notice from any other party to any such contract that such party intends to terminate or not renew any such contract.

4.13 Absence of Changes. Since the date of SPAC's incorporation, (a) no Company Material Adverse Effect has occurred and (b) except for actions expressly contemplated by this Agreement or any Ancillary Document or taken in connection with the Transactions, (i) SPAC has conducted its business in the ordinary course in all material respects and (ii) SPAC has not taken any action that would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

ARTICLE V

Representations and Warranties with respect to Buyer

Buyer hereby represents and warrants to the Sellers as follows on the date hereof (except for such representations and warranties made only as of a specific date):

5.1 Organization and Power.

Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions.

5.2 Authorization and Enforceability.

The execution and delivery of this Agreement and the Ancillary Documents to which Buyer is a party and the performance by Buyer of the Contemplated Transactions have been duly authorized by Buyer, and no other proceedings on the part of Buyer (including, without limitation, any stockholder vote or approval) are necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Documents to which Buyer is a party or the consummation of the Contemplated Transactions. This Agreement is, and each of the Ancillary Documents to be executed and delivered at each Closing by Buyer will be at each Closing, duly authorized, executed and delivered by Buyer, and constitute, or as of the Closing Date will constitute, valid and legally binding agreements of Buyer, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.3 No Violation.

The execution and delivery by Buyer of this Agreement and the Ancillary Documents to which Buyer is a party, consummation of the Contemplated Transactions and compliance with the terms of this Agreement and the Ancillary Documents to which Buyer is a party will not (a) conflict with or violate any provision of the Organizational Documents of Buyer, or (b) conflict with or violate in any material respect any Law applicable to Buyer or by which Buyer's properties are bound.

5.4 Anti-Money Laundering.

Buyer is in compliance with the regulations administered by the U.S. Department of the Treasury ("Treasury") Office of Foreign Assets Control; (ii) such Buyer, its parents, subsidiaries, affiliated companies, officers, directors and partners, its stockholders, owners, employees, and agents, are not on the List of Specially Designated Nationals and Blocked Persons maintained by Treasury and have not been designated by Treasury as a financial institution of primary money laundering concern subject to special measures under Section 311 of the USA PATRIOT Act, Pub. L. 107-56; (iii) the funds to be used to acquire the Purchased Founder Shares are not derived from activities that contravene applicable anti-money laundering laws and regulations; (iv) such Buyer is in compliance in all material respects with applicable anti money laundering laws and regulations and has implemented anti money laundering procedures that are designed to comply with applicable anti-money laundering laws and regulations, including, as applicable, the requirements of the Bank Secrecy Act, as amended by the USA PATRIOT Act, Pub. L. 107 56; and (v) none of the funds to be provided by such Buyer are being tendered on behalf of a person or entity who has not been identified to such Buyer.

5.5 Governmental Authorizations and Consents.

No Governmental consents are required to be obtained or made by Buyer in connection with the execution, delivery and performance, validity and enforceability of this Agreement or any Ancillary Documents to which it is, or is to be, a party, or the consummation by Buyer of the Contemplated Transactions.

5.6 Accredited Investor; Investment Purpose; No General Solicitation or Advertising.

Buyer is an "accredited investor" as such term is defined in Rule 501(a) under the Securities Act. Buyer is acquiring the Purchased Founder Shares solely for the purpose of investment, for Buyer's own account and not with a view to, or for offer or resale in connection with, any distribution thereof other than in compliance with all applicable Laws, including United States federal securities Laws. Buyer agrees that the Purchased Founder Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities Laws, except pursuant to an exemption from such registration under the Securities Act and such Laws. Buyer did not decide to enter into this Agreement as a result of any general solicitation or general advertising within the meaning of Rule 502 under the Securities Act. Buyer is able to bear the economic risk of holding its investment in the Purchased Founder Shares for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

5.7 Information.

Buyer acknowledges that it has had the opportunity to review the SEC Reports and Buyer and its advisors, if any, have been furnished with materials relating to the business, finances and operations of the Sponsor and the SPAC and materials relating to Purchased Founder Shares sufficient in its view to enable it to evaluate its investment. Buyer and its advisors, if any, have been afforded the opportunity to ask questions as it has deemed necessary of, and to receive answers from, representatives of the Sellers concerning the terms and conditions of the Contemplated Transactions and the merits and risks of investing in the Purchased Founder Shares.

5.8 Acknowledgement of Risks.

Buyer acknowledges and understands that its investment in the Purchased Founder Shares involve a significant degree of risk, including, without limitation: (i) the SPAC may not successfully complete a business combination transaction prior to the deadline disclosed in the SEC Reports; (ii) an investment in the SPAC is speculative, and only Persons who can afford the loss of their entire investment should consider investing in the SPAC; (iii) the Buyer may not be able to liquidate its investment; (iv) transferability of the Purchased Founder Shares is extremely limited; (v) the Buyer could sustain the loss of its entire investment; (vi) the SPAC has no paid any distributions or dividends on the Purchased Founder Shares since inception and does not anticipate the payment of dividends in the foreseeable future; and (vii) that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Purchased Founder Shares or the fairness or suitability of the investment in the Purchased Founder Shares nor have such authorities passed upon or endorsed the merits of the Contemplated Transactions.

5.9 No Inducement or Reliance; Independent Assessment

Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by each Seller, the SPAC or any of their respective Affiliates, officers, managers, directors, employees, agents or Representatives (collectively, the "Company Parties"), except for the representations and warranties expressly set forth in Article III and Article IV, whether or not any such representations, warranties or statements were made in writing or orally. Buyer represents and warrants that Company has not made, and that Buyer has not relied or is not relying upon, any representation or warranty, express or implied, oral or written, as to the accuracy or completeness of any information regarding the Company or the Contemplated Transactions except for the representations and warranties of the Sellers and the SPAC expressly set forth in Article III and Article IV, and, absent Fraud, the Company will not have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its Representatives, or the use by Buyer or its Representatives, of any information, including publications, any confidential information memorandum or data room information provided to Buyer or its Representatives, or any other document or information in any form provided to Buyer or its Representatives in connection with the Contemplated Transactions. Buyer acknowledges that it has inspected and conducted, to its satisfaction, its own independent investigation of the Company and, in entering into this Agreement, Buyer has relied on the results of its own independent investigation and analysis. Buyer further represents that it has no need for liquidity in its investment in the Purchased Founder Shares for the foreseeable future and is able to bear the risks attendant to the transactions contemplated hereby for an indefinite period.

ARTICLE VI
Covenants

6.1 Operating Expenses.

Except as set forth on Schedule II, the Buyer shall be responsible for all (i) costs, fees and expenses of the SPAC from and after the Closing Date, including, but not limited to those costs, fees and expenses set forth on Schedule II and (ii) those costs, fees and expenses incurred by the Buyer in connection with this transaction. For the avoidance of doubt, no Seller nor any of its Affiliates shall be responsible in any way for costs, fees and expenses of the SPAC after the Closing Date except as set forth on Schedule II.

6.2 Sponsor and SPAC Transition Reporting.

(a) As of the Closing, the Buyer shall take, or shall cause the Sponsor and the SPAC to take, all commercially reasonable steps to change the address of the SPAC to that of Buyer. In connection therewith, the Administrative Services Agreement, dated December 14, 2021, between the SPAC and the BFAC Sponsor shall be terminated effective as of the Closing and no further payments or accruals of payments shall be made pursuant to that agreement.

(b) Within four (4) Business Days after the Closing, the Buyer shall cause SPAC to file with the Securities and Exchange Commission ("SEC") a Current Report on Form 8-K disclosing the following in the manner required by rules promulgated by the SEC:

(i) the completion of the Contemplated Transactions;

(ii) the resignation and appointment of new officers and directors of the SPAC which have resigned or been appointed prior to such date; and

(iii) such other material information required to be publicly disclosed pursuant to the rules and regulations of the SEC and the NYSE.

6.3 Public Announcements.

The initial press release regarding this Agreement and the Contemplated Transactions shall be made at such time and in such form as Buyer and the Sellers agree. None of the Buyer, any Seller or the SPAC (nor any of their respective Affiliates) will issue or make any prior or subsequent press release or public statement with respect to this Agreement or the Contemplated Transactions without the prior consent of the other Parties, which consent shall not be unreasonably withheld, except as may be required by Law or stock exchange listing requirements.

6.4 D&O Indemnification and Insurance.

The Buyer and SPAC agree that before entering into any business combination agreement, such agreement will include an obligation on the part of the surviving public company to honor all pre-closing indemnification agreements of the SPAC, including those in effect with the resigning officers and directors listed on Schedule I hereto. Each resigning officer and director listed on Schedule I hereto is a third party beneficiary of this section. Additionally, the Buyer shall cause any business combination agreement the SPAC enters into to contain an obligation on the part of the parties thereto to obtain a customary "tail" directors' and officers' liability insurance policy covering, among other individuals as determined by such parties, the resigning officers and directors listed on Schedule I hereto, and providing for coverage in amount and scope at least as favorable as directors' and officers' liability insurance policy coverage for officers and directors of the SPAC that are appointed on or after the Closing Date. The Buyer shall cause any agreement for a Business Combination to contain an obligation on the part of the target business and other applicable parties thereto to provide for directors' and officers' liability insurance policy coverage that complies with this Section 6.4.

6.5 Non-Redemption Transfers.

At the closing of the SPAC's Business Combination, the Sponsors shall transfer, or cause to be transferred, an aggregate amount of 1,000,100 Class B ordinary shares of the SPAC pursuant to the terms and conditions of the Non-Redemption Agreements, duly executed by the Sponsors, SPAC and the third parties party thereto.

6.6 Right of First Refusal.

In the event that Buyer proposes to cause the dissolution and liquidation of the SPAC prior to the consummation of a business combination, the Buyer shall first offer the Sellers the right to acquire their Pro Rata Percentage of ninety (90%) the Purchased Founder Shares (the "Offered Founder Shares") for no additional consideration, by delivering written notice to the Sellers stating, (a) Buyer's bona fide intention to dissolve and liquidate the SPAC prior to the consummation of a business combination, and (ii) the number of Founder Shares to be transferred (the "Liquidation Notice"). Upon receipt of the Liquidation Notice, each Seller will have a period of fifteen (15) days within which to exercise its right to purchase the Offered Founder Shares. Any such transfer shall be completed within thirty (30) days after the Buyer's delivery of the Liquidation Notice to the Sellers. In connection with any such transfer of the Offered Founder Shares, any promissory note issued by the SPAC to the Buyer or any of its affiliates shall also be required to be forfeited, cancelled and terminated for no consideration. Following such transfer, neither Buyer nor any of its Affiliates shall be responsible in any way for any costs, fees or expenses of the SPAC.

ARTICLE VII
Miscellaneous

7.1 Expenses.

Other than as set forth in Section 6.1, all fees and expenses incurred in connection with the Contemplated Transactions shall be paid by the Party incurring such expenses, whether or not the Contemplated Transactions are consummated.

7.2 Notices.

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made (a) as of the date delivered, if delivered personally, (b) upon being transmitted by way of email to the email address shown in this Section 7.2; *provided, that* a copy must also be deposited in accordance with the procedures set forth in clauses (c) or (d) of this Section 7.2 on the same day as such transmission by email, (c) one (1) Business Day after being sent by overnight courier or delivery service, or (d) five (5) Business Days after having been deposited in the mail, certified or registered (with receipt requested) and postage prepaid, addressed at the address shown in this Section 7.2 for, or such other address as may be designated in writing hereafter by, such Party:

If to the Sellers:

Battery Future Sponsor LLC
51 NW 26th Street, Suite 533
Miami, Florida 33127
Attn: Josh Payne
Email:

Pala Investments Limited
Gotthardstrasse 26
6300 Zug, Switzerland
Attn: Shane Attersley
Email:

With a copy (which shall not constitute notice) to:

Winston & Strawn LLP
35 West Wacker Drive
Chicago, IL 60601
Phone: (312) 558-5600
Attention: Kyle S. Gann
Email:

If to Buyer:

Camel Bay, LLC
8 The Green
STE 15614
Dover, DE 19901
Attn: Ling Shi
Email:

With a copy (which shall not constitute notice) to:

Graubard Miller
405 Lexington Avenue, 44th Floor
New York, NY 10174
Attn: David Alan Miller; Jeffrey M. Gallant
Email:

7.3 Governing Law.

All matters relating to the interpretation, construction, validity and enforcement of this Agreement, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the domestic Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

7.4 Entire Agreement; No Other Representations.

This Agreement, together with the exhibits and schedules hereto, and the Ancillary Documents, constitute the entire agreement of the Parties relating to the subject matter hereof and supersede all prior contracts or agreements, whether oral or written.

7.5 Severability.

Should any provision of this Agreement or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent: (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the greatest extent permitted by Law, (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances or (ii) in any other jurisdiction, and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement.

7.6 Amendment.

This Agreement may be amended at any time, but subject to the limitations of applicable Law, only by an instrument signed by Buyer, SPAC and the Sellers. Any provision hereof may be waived only by an instrument signed by each Party benefited by such provision.

7.7 Effect of Waiver or Consent.

No waiver or consent, express or implied, by any Party to or of any breach or default by any Party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such Party hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitation period has run.

7.8 Parties in Interest; Limitation on Rights of Others.

The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal Representatives, successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their respective legal Representatives, successors and permitted assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise.

7.9 Assignability.

No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party, directly or indirectly (by operation of Law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; *provided, however, that* Buyer shall be entitled to assign its rights and obligations hereunder to an Affiliate or Affiliate(s) of Buyer.

7.10 Jurisdiction; Court Proceedings; Waiver of Jury Trial

Any Litigation involving any Party to this Agreement arising out of or in any way relating to this Agreement shall be brought exclusively in any state or federal court located in the State of New York (together with the appellate courts thereof, the "Chosen Courts") and each of the Parties hereby submits to the exclusive jurisdiction of the Chosen Courts for the purpose of any such Litigation. Each Party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such Litigation in any Chosen Court, (b) any claim that any such Litigation brought in any Chosen Court has been brought in an inconvenient forum and (c) any claim that any Chosen Court does not have jurisdiction with respect to such Litigation. To the extent that service of process by mail is permitted by applicable Law, each Party irrevocably consents to the service of process in any such proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein.

Each Party irrevocably and unconditionally waives any right to a trial by jury in any Litigation arising out of or relating to this Agreement or the Contemplated Transactions, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise, and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive its right to trial by jury in any Litigation and that any Litigation relating to this Agreement or the Contemplated Transactions shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

7.11 No Other Duties.

The only duties and obligations of the Parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations shall be implied in fact, law or equity, or under any principle of fiduciary obligation.

7.12 Reliance on Counsel and Other Advisors.

Each Party has consulted such legal, financial, technical or other expert as it deems necessary or desirable before entering into this Agreement. Each Party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

7.13 Specific Performance.

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in addition to any other remedies, each Party shall be entitled to enforce the terms of this Agreement by a decree of specific performance.

7.14 Release.

(a) Release of Seller**.** Each of SPAC and Buyer, for itself and each of its direct and indirect affiliates, parent corporations, subsidiaries, subdivisions, successors, predecessors, members, shareholders and assigns (collectively the "SPAC and Buyer Releasors"), hereby (i) releases, acquits and forever discharges the resigning directors and officer listed on Schedule I and each Seller and each of its direct and indirect affiliates, parents, subsidiaries, subdivisions, successors, predecessors, members, shareholders, and assigns, and their present and former officers, directors, legal representatives, employees, agents and attorneys, and their heirs, executors, administrators, trustees, successors and assigns (the parties so released, herein each a "Seller Releasee" and collectively, the "Seller Releasees") of and from any and all causes of actions, claims, suits, liens, losses, damages, judgments, demands, liabilities, rights, obligations, costs, expenses, and attorneys' fees of every nature, kind and description whatsoever, at law or in equity, whether individual, class or derivative in nature, whether based on federal, state or foreign law or right of action, mature or unmatured, accrued or not accrued, known or unknown, fixed or contingent, which the SPAC and Buyer Releasors ever had, now have or hereafter can, shall or may have against any Seller Releasees relating to the SPAC that accrued or may have accrued prior to the date hereof (collectively, the "Seller Released Claims") and (ii) covenants not to institute, maintain or prosecute any action, claim, suit, complaint, proceeding or cause of action or any kind to enforce any of the Seller Released Claims; *provided that* nothing contained in this Section 7.14(a) shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any Person with respect to claims involving (x) Fraud, and (y) the breach of any representation or warranty or the breach of any covenant of a Seller Releasee under this Agreement or the Ancillary Documents or any other continuing agreements between such Seller Releasee and the SPAC; *provided, further, that* none of the SPAC and Buyer Releasors shall be entitled to recovery for any Losses sustained as a result of, in connection with or relating to such breaches of this Agreement (or any Ancillary Documents) unless and until the amount of all such Losses exceeds $100,000. In any litigation arising from or related to an alleged breach of this Section, this Agreement may be pleaded as a defense, counterclaim or crossclaim, and shall be admissible into evidence. Each SPAC and Buyer Releasor expressly covenants and agrees that the release granted by it in this Section shall be binding in all respects upon the SPAC and Buyer Releasors and shall inure to the benefit of the successors and assigns of the Seller Releasees, and agrees that the Seller Releasees shall have no further liabilities or obligations to the SPAC and Buyer Releasors, except as provided in this Agreement. Excluded from the foregoing releases are any claims relating to or arising from the enforcement of this Agreement.

(b) Release of Buyer and SPAC**.** Each Seller, for itself and each of its direct and indirect affiliates, parent corporations, subsidiaries, subdivisions, successors, predecessors, members, shareholders and assigns (collectively the "Seller Releasors"), hereby (i) releases, acquits and forever discharges Buyer and SPAC and each of its respective direct and indirect affiliates, parents, subsidiaries, subdivisions, successors, predecessors, members, shareholders, and assigns, and their present and former officers, directors, legal representatives, employees, agents and attorneys, and their heirs, executors, administrators, trustees, successors and assigns (the parties so released, herein each a "Buyer Releasee" and collectively, the "Buyer Releasees") of and from any and all causes of actions, claims, suits, liens, losses, damages, judgments, demands, liabilities, rights, obligations, costs, expenses, and attorneys' fees of every nature, kind and description whatsoever, at law or in equity, whether individual, class or derivative in nature, whether based on federal, state or foreign law or right of action, mature or unmatured, accrued or not accrued, known or unknown, fixed or contingent, which the Seller Releasors ever had, now have or hereafter can, shall or may have against any Buyer Releasees by reason of any matter, cause or thing whatsoever relating to the SPAC (collectively, the "Buyer Released Claims") and (ii) covenants not to institute, maintain or prosecute any action, claim, suit, complaint, proceeding or cause of action or any kind to enforce any of the Buyer Released Claims; *provided that* nothing contained in this Section 7.14(b) shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any Person with respect to claims involving (x) Fraud, and (y) the breach of any representation or warranty or the breach of any covenant of a Buyer Releasee under this Agreement, the Ancillary Documents or claims against the SPAC for indemnification as directors or officers of the SPAC; *provided, further, that*, except in the case of any indemnification claims in the capacity as a director or officer of the SPAC or pursuant to a breach of Section 6.4 of this Agreement, none of the Seller Releasors shall be entitled to recovery for any Losses sustained as a result of, in connection with or relating to such breaches of this Agreement (or any Ancillary Documents) unless and until the amount of all such Losses exceeds $100,000. In any litigation arising from or related to an alleged breach of this Section, this Agreement may be pleaded as a defense, counterclaim or crossclaim, and shall be admissible into evidence. Each Seller Releasor expressly covenants and agrees that the release granted by it in this Section shall be binding in all respects upon the Seller Releasors and shall inure to the benefit of the successors and assigns of the Buyer Releasees, and agrees that the Buyer Releasees shall have no further liabilities or obligations to the Seller Releasors, except as provided in this Agreement. Excluded from the foregoing releases are any claims relating to or arising from the enforcement of this Agreement.

7.15 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts transmitted via facsimile or in .pdf, DocuSign or similar format) with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7.16 Further Assurance.

If at any time after the Closing any further action is necessary or desirable to fully effect the Contemplated Transactions, the Parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

BUYER:

CAMEL BAY, LLC

By: */s/ Ling Shi*
Name: Ling Shi
Title: Managing Member

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

SELLERS:

BATTERY FUTURE SPONSOR LLC

By: */s/ Josh Payne*
Name: Josh Payne
Title: Managing Member

PALA INVESTMENTS LIMITED

By: */s/ Stephen Gill*
Name: Stephen Gill
Title: Director

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

SPAC:

BATTERY FUTURE ACQUISITION CORP.

By: */s/ Greg Martyr*
Name: Greg Martyr
Title: CEO

[Signature Page to Share Purchase Agreement]

EXHIBIT 10.2

Execution Version

JOINDER TO LETTER AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

January 16, 2024

Reference is made to that certain Share Purchase Agreement, dated as of January 16, 2024 (the "**Agreement**"), by and among Camel Bay, LLC ("**Investor**"), Battery Future Acquisition Corp. (the "**Company**"), Battery Future Sponsor LLC (the "**BFAC Sponsor**") and Pala Investment Limited ("**Pala**", together with BFAC Sponsor, the "**Sponsors**"), pursuant to which Investor shall be entitled to acquire Class B Ordinary Shares of the SPAC, par value $0.0001 per share (the "**Founder Shares**"), of the Company from the Sponsors. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

By executing this joinder, Investor hereby agrees, as of the date first set forth above, that Investor (i) shall become a party to that certain Letter Agreement, dated December 14, 2021 (as it exists on the date of the Agreement, the "**Letter Agreement**"), by and among the Company, the Sponsors, officers and directors of the Company, and certain other shareholders of the Company signatory thereto, and shall be bound by, and shall be subject to the restrictions set forth under, the terms and provisions of such section of the Letter Agreement as an Insider (as defined therein) solely with respect to its Founder Shares purchased pursuant to the Agreement (the "**Assigned Securities**"); and (ii) shall become a party to that certain Registration Rights Agreement, dated December 14, 2021 (as it exists on the date of the Agreement, the "**Registration Rights Agreement**"), by and among the Company, the Sponsors, and the other shareholders of the Company signatory thereto, and shall be bound by the terms and provisions of the Registration Rights Agreement as a Holder (as defined therein) and entitled to the rights of a Holder under the Registration Rights Agreement and the Assigned Securities (together with any other equity security of the Company issued or issuable with respect to any such Assigned Securities by way of a share dividend or share subdivision or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization) shall be "**Registrable Securities**" thereunder.

For the purposes of clarity, it is expressly understood and agreed that each provision contained herein, in the Letter Agreement (to the extent applicable to Investor) and the Registration Rights Agreement is between the Company and Investor, solely, and not between and among Investor and the other shareholders of the Company signatory thereto.

[The remainder of this page intentionally left blank; signature page immediately follows.]

This joinder may be executed in two or more counterparts, and by facsimile, all of which shall be deemed an original and all of which together shall constitute one instrument.

CAMEL BAY, LLC

By: */s/ Ling Shi*
Name: Ling Shi
Title: Managing Member

ACKNOWLEDGED AND AGREED:

BATTERY FUTURE ACQUISITION CORP.

By: */s/ Greg Martyr*
Name: Greg Martyr
Title: CEO

[Signature Page to Joinder to Letter Agreement and Registration Rights Agreement]

EXHIBIT 10.3

POWER OF ATTORNEY AND IRREVOCABLE PROXY

Dated December __, 2023

I, _____ (as the "Principal"), the holder of _____ Class B ordinary shares, par value US$0.0001 per share (the "Founder Shares"), of Battery Future Acquisition Corp., an exempted company incorporated under the laws of the Cayman Islands with registration number ___, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY 1-1104, Cayman Islands (the "Company"), hereby irrevocably appoints Graham Wood, LLC of Camel Bay, LLC, or its assigns, as the true and lawful attorney and proxy (the "Attorney") with full power of substitution and authority, to do all or any of the following in the name of the Principal:

(a) to attend and exercise the right to vote (or refrain from voting), consent or waive any rights relating to the Founder Shares that the Principal is entitled to according to the provisions of applicable laws, memorandum and articles of association of the Company (as amended from time to time), at any general or extraordinary meetings of the shareholders of the Company (and any adjournments), with the same force and effect as it might or could do, and sign or execute any written shareholders resolutions or consents of the Company and to requisition and convene a meeting or meetings of the shareholders of the Company (including any meetings of any class of shareholders of the Company) for any purpose; and

(b) to make, execute, acknowledge and deliver all resolutions, contracts, orders, receipts, notices, requests, instructions and other writings involving all the Founder Shares, and in general, to do all things and to take all action hereunder from time to time as may in the opinion and discretion of the Attorney be necessary, appropriate or desirable for the purpose of implementing a business combination transaction ("Transaction") (including the appointment or confirmation of the appointment of new directors in connection with a Transaction) and I, the undersigned, hereby ratify, approve and confirm all actions that the Attorney shall do or cause to be done by virtue of the foregoing authorization and arrangement.

All conducts of the Attorney in accordance with the above authorization and arrangements should be deemed as my personal conducts. All the documents signed by the Attorney in accordance with the above authorization and arrangements should be deemed as signed by the Principal without need for agreement in advance. In furtherance of the foregoing and not in any way limiting the foregoing, the Principal further acknowledges and agrees that if, in order to consummate any Transaction, (i) holders of other Class B Shares are required to contribute back to the capital of the Company a portion of any such securities to be cancelled by the Company, the Principal will contribute back to the capital of the Company a proportionate number of Founder Shares, pro rata with the Class B Shares contributed back by Camel Bay, LLC and its affiliates, and (ii) Camel Bay, LLC and its affiliates are required to transfer any such securities as inducement to the existing or new shareholders of the Company or any target business in a Transaction, the undersigned will transfer a proportionate number of the Founder Shares, pro rata with the Class B Shares transferred by Camel Bay, LLC and its affiliates; *provided that* in neither event shall this Power of Attorney and Irrevocable Proxy permit any forfeitures or transfers of any kind of the Founder Shares held by the Principal if such forfeiture or transfer isn't made pro-rata with Camel Bay, LLC and its affiliates.

Principal further agrees that in the event of a shareholder meeting called by the Company, Principal shall execute any proxy required for such meeting, and solely for the purposes identified in paragraphs (a) and (b) above, in the name of Attorney, and agrees that Attorney will attend any such meeting in person or by proxy, in its stead. Any notice of shareholder meeting received by the Principal shall be reasonably promptly sent to Attorney by email or mail as set forth on the contact information on the signature page hereto.

This Power of Attorney and Irrevocable Proxy shall be irrevocable, commencing from the date of this Power of Attorney and Irrevocable Proxy set out above, and shall be governed by the laws of the State of New York. Attorney may assign or transfer his rights hereunder to any person, including any person that acquires a beneficial interest in the Founder Shares, without the prior written consent of the Principal; provided that any such assignee or transferee of Attorney must agree to the terms of this Power of Attorney and Irrevocable Proxy as a condition precedent to the assignment or transfer. For the avoidance of doubt, Principal may not terminate the above authorization and arrangements without the prior written consent of the Attorney; however, notwithstanding the foregoing, this Power of Attorney and Irrevocable Proxy shall immediately and automatically (without any further required action or consent, including of the Attorney) terminate upon the closing of the Transaction.

Principal hereby acknowledges and agrees that this Power of Attorney and Irrevocable Proxy will be deposited with the Company, a copy of which shall also be provided to Continental Stock Transfer & Trust Company, the Company's transfer agent.

[The remainder of this page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, this Power of Attorney and Irrevocable Proxy has been executed as a deed and unconditionally delivered on the date first written above.

Signature or seal of the principal:

_____

Notary Public:

_____

Signature or seal of the Attorney:

_____

Notary Public:

_____

[Signature Page to Power of Attorney and Irrevocable Proxy]

EXHIBIT 10.4

WARRANT TERMINATION AGREEMENT

This WARRANT TERMINATION AGREEMENT (this "Agreement") is made by and between Battery Future Acquisition Corp. (the "Company" or "SPAC"), and [_____] (the "Warrant Holder") as of January 16, 2023. The Warrant Holder and the Company will be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on [_____], the Company issued to Warrant Holder certain warrants evidencing the right to acquire Class A Ordinary Shares of the Company, par value $0.0001 per share (the "Class A Shares"), in a private placement contemporaneously with the SPAC's initial public offering (the "Placement Warrants");

WHEREAS, the Company has entered into that certain Share Purchase Agreement, dated as of January 16, 2023 (the "Purchase Agreement"), by and among Camel Bay, LLC ("Buyer"), the Company, Battery Future Sponsor LLC (the "BFAC Sponsor") and Pala Investment Limited ("Pala", together with BFAC Sponsor, the "Sponsors"), pursuant to which Buyer acquired a certain amount of Class B Ordinary Shares of the SPAC, par value $0.0001 per share (the "Founder Shares"), of the Company from the Sponsors (the transactions contemplated by the Purchase Agreement, the "Transactions", and the consummation of the Transactions, the "Closing");

WHEREAS, it is a condition to the Closing that the Company and Warrant Holder terminate the Placement Warrants on or prior to the Closing; and

WHEREAS, the Parties desire to terminate the Placement Warrants on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consideration. The Warrant Holder acknowledges as a holder of other securities of the Company, it will receive benefit from the Transactions, and such benefit constitutes full and fair consideration for the termination of the Placement Warrants and Warrant Holder's other agreements set forth in this Agreement.

2. Termination of Placement Warrants. It is agreed and acknowledged that immediately prior to the Closing, and without any action on the part of the Company or the Warrant Holder, the Placement Warrants shall be terminated and cancelled in full and rendered null and void. And all past, current, or future obligations of the Parties under the Placement Warrants shall be extinguished, except as otherwise expressly set forth in this Agreement. The Warrant Holder acknowledges and agrees that as of the Closing, it shall have no surviving right, title or interest in or to the Placement Warrants, any shares purchasable thereunder or any other option, warrant, right or interest to acquire any equity of the Company.

3. Representations and Warranties. The Warrant Holder represents and warrants that (a) it has not exercised or purported to exercise the Placement Warrants in whole or in part to purchase any shares of the Company's Class A Shares, (b) it is the sole owner and holder of the Placement Warrants, free and clear of any liens or encumbrances, and has not assigned, transferred, sold, pledged, conveyed or otherwise disposed of (or attempted any of the foregoing with respect to) the Placement Warrants or any shares purchasable thereunder and (c) has the power and authority to execute and deliver this Agreement.

4. Entire Agreement. [This Agreement, together with the Purchase Agreement, that certain Debt Forgiveness Agreement and Cancellation of Note entered into as of Closing as of even date herewith]/[This Agreement, together with that certain Stock Transfer Agreement and Irrevocable Stock Power and Waiver Letter Agreement, in each case, entered into as of Closing as of even date herewith], contains and comprises the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous covenants and agreements of any kind between the Parties with respect to such subject matter. The Parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by a duly authorized representative of each Party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Third-Party Beneficiaries. Except as expressly provided, no provision of this Agreement is intended to, and no provision of this Agreement shall, confer upon any party other than the Parties (and their successors and assigns, if any) any rights or remedies under this Agreement. This Agreement is made, in part, in order to induce Buyer to consummate the Transactions and Buyer shall be an intended third party beneficiary of this Agreement.

7. Governing Law; Disputes. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provisions or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any disputes involving the Parties shall be resolved in accordance with Section, which are hereby incorporated by reference. The Parties agree that the terms of Section 7.10 of the Purchase Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, such that such terms shall apply to any disputes between the Parties relating to this Amendment.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute but one and the same instrument. Facsimile signatures shall be treated as originals for all purposes.

[The remainder of this page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

BATTERY FUTURE ACQUISITION CORP.

By: _____
Name:
Title:

WARRANT HOLDER:

[_____]

By: _____
Name:
Title:

[Signature Page to Warrant Termination Agreement]

EXHIBIT 10.5

DEBT FORGIVENESS AGREEMENT AND CANCELLATION OF NOTE

This DEBT FORGIVENESS AGREEMENT AND CANCELLATION OF NOTE (this "Agreement") is made by and between Battery Future Acquisition Corp. (the "Company" or "SPAC"), and [_____] (the "Noteholder") as of January 16, 2024. The Noteholder and the Company will be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company has entered into that certain Share Purchase Agreement, dated as of January 16, 2024 (the "Purchase Agreement"), by and among Camel Bay, LLC ("Buyer"), the Company, Battery Future Sponsor LLC (the "BFAC Sponsor"), Pala Investments Limited ("Pala", together with BFAC Sponsor, the "Sponsors"), pursuant to which Buyer acquired a certain amount of Class B Ordinary Shares of the SPAC, par value $0.0001 per share (the "Founder Shares"), of the Company from the Sponsors (the transactions contemplated by the Purchase Agreement, the "Transactions", and the consummation of the Transactions, the "Closing");

WHEREAS, the Noteholder is the holder of that certain Convertible Promissory Note, dated _____, 20___, in the original principal amount of _____, made in favor of the Company (the "Note") under which an aggregate of approximately $_____ of principal and interest is currently outstanding;

WHEREAS, it is a condition to the Closing that the Noteholder forgive the remaining balance of principal and interest due under the Note and to terminate the Note, in each case, on or prior to the Closing; and

WHEREAS, the Noteholder desires to forgive the remaining balance of principal and interest due under the Note and to terminate the Note, in each case, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consideration. The Noteholder acknowledges that as a holder of other securities of the Company, it will receive benefit from the Transactions, and such benefit constitutes full and fair consideration for forgiving the remaining balance of principal and interest due under the Note and terminating the Note.

2. Debt Forgiveness; Cancellation of Note. The Noteholder hereby waives, forgives, and cancels all remaining obligations owed by the Company to the Noteholder under the Note and, in connection therewith, the Note is hereby cancelled, voided, and of no further force or effect. In addition, the Parties agree and acknowledge that the Note is hereby terminated, voided and of no further force or effect.

3. Representations and Warranties. Each Party hereby represents and warrants to the other Party that (a) this Agreement constitutes the valid and binding obligation of such Party and (b) such Party has the power and authority to execute and deliver this Agreement. Additionally, the Noteholder hereby represents and warrants to the other Party that it is the lawful owner and holder of the Note, and that it has not transferred, assigned, hypothecated or otherwise conveyed or alienated any of its right, title, or interest in or to the Note.

4. Entire Agreement. This Agreement, together with the Purchase Agreement and that certain Warrant Termination Agreement entered into as of Closing as of even date herewith, contains and comprises the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous covenants and agreements of any kind between the Parties with respect to such subject matter. The Parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by a duly authorized representative of each Party.

5. Automatic Termination of Agreement. In the event of any termination of the Purchase Agreement pursuant to the terms thereof without the Transactions being consummated, this Agreement shall automatically become null and void and of no further force or effect.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Third-Party Beneficiaries. Except as expressly provided, no provision of this Agreement is intended to, and no provision of this Agreement shall, confer upon any party other than the Parties (and their successors and assigns, if any) any rights or remedies under this Agreement. This Agreement is made, in part, in order to induce Buyer to consummate the Transactions and Buyer shall be an intended third party beneficiary of this Agreement.

8. Governing Law; Disputes. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provisions or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any disputes involving the Parties shall be resolved in accordance with Section, which are hereby incorporated by reference. The Parties agree that the terms of Section 7.10 of the Purchase Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, such that such terms shall apply to any disputes between the Parties relating to this Amendment.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute but one and the same instrument. Facsimile signatures shall be treated as originals for all purposes.

[The remainder of this page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

BATTERY FUTURE ACQUISITION CORP.

By: _____
Name:
Title:

NOTEHOLDER:

[_____]

By: _____
Name:
Title:

EXHIBIT 10.6

Execution Version

FEE REDUCTION AGREEMENT

January 11, 2024

WHEREAS, pursuant to that certain business combination marketing agreement, dated December 14, 2021 (as it may be amended from time to time, the "***BCMA***"), by and among Battery Future Acquisition Corp., a Cayman Islands exempted company (together with its successors, the "***Company***"), Cantor Fitzgerald & Co. ("***CF&CO***") and Roth Capital Partners, LLC, the Company previously agreed to pay to CF&CO an aggregate cash amount of $13,800,000 as a marketing fee (the "***Original Marketing Fee***") upon the consummation of a Business Combination, as contemplated by the final prospectus of the Company, filed with the Securities and Exchange Commission (the "***SEC***") (File No. 333-261373), and dated December 14, 2021. Capitalized terms used herein and not defined shall have the respective meanings ascribed to such terms in the BCMA. All references to the "Company" herein shall also refer to the publicly-traded surviving or successor entity to the Company following the consummation of any Business Combination (the "***Successor***").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Fee Reduction and Warrant Forfeiture: In connection with the entry into and consummation of a potential transaction (the "***Sponsor Transaction***") related to the transfer by Battery Future Sponsor LLC (the "***Battery Sponsor***") and Pala Investments Limited (collectively, with the Battery Sponsor, the "***Sponsors***") of certain Class B ordinary shares of the Company to Camel Bay, LLC, CF&CO agrees that, upon the closing of such transaction (such date, the "***Sponsor Transaction Closing Date***") it will automatically forfeit, without further action required, (i) the entire Original Marketing Fee, together with any expense reimbursement provided in Section 2 of the BCMA, that would otherwise be payable by the Company to CF&CO, pursuant to the BCMA, and (b) 2,760,000 private placement warrants, which CF&CO acquired on December 14, 2021 in connection with the Company's initial public offering (the "***Cantor Private Placement Warrants***"). In consideration for the foregoing, Battery Sponsor will transfer and deliver to CF&CO Class B ordinary shares of the Company in the amounts set forth on Schedule A hereto (such shares, collectively, the "***Transferred Shares***") on the Sponsor Transaction Closing Date.

2. Waiver of Redemption and Liquidation Rights. CF&CO agrees that with respect to the Transferred Shares, it shall not (i) redeem any such shares in connection with shareholder approval of a Business Combination or an amendment to the amended and restated memorandum and articles of association of the Company prior to the closing of a Business Combination or (ii) tender any such shares in connection with a tender offer undertaken by the Company in connection with a Business Combination. Additionally, CF&CO agrees that it has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Transferred Shares. CF&CO agrees that as a condition precedent to any transfer of the Transferred Shares prior to the consummation of a Business Combination (the "***Closing***"), any proposed transferee shall be required to execute a written agreement whereby such transferee agrees to be bound by the terms and conditions of this paragraph.

3. Representations and Warranties of the Company and the Sponsors. Each of the Company, Battery Future Sponsor LLC and Pala Investments Limited severally, for itself, and not jointly represents and warrants to CF&CO that, as of the date hereof and as of the date of the consummation of the transactions contemplated hereby:

    a. Such person is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Such person has full power and authority to enter into this letter agreement (this "***Agreement***"), to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

    b. Such person has the requisite power and authority to enter into and perform its obligations under this Agreement and, to the extent applicable, to transfer the Transferred Shares in accordance with the terms hereof. This Agreement has been duly executed and delivered by such person, and each constitutes the legal, valid and binding obligations of such person, enforceable against such person in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law.

    c. The execution, delivery and performance of this Agreement by such person and the consummation by such person of the transactions contemplated hereby and thereby do not and will not (i) result in a violation of the organizational documents of such person, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such person is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, foreign, federal and state securities laws and regulations and the rules and regulations of The New York Stock Exchange ("***NYSE***") and including all applicable foreign, federal and state laws, rules and regulations) applicable to such person or by which any property or asset of such person is bound or affected.

4. Letter Agreement Waiver: In order to effectuate the Sponsor Transaction, CF&CO hereby, solely with respect to the transfers contemplated by the Sponsor Transaction, (i) waives the restrictions on the transfer of the Founder Shares (as defined in the Letter Agreement) set forth in paragraph 3, paragraph 7 and paragraph 8 of that certain Letter Agreement, dated December 14, 2021 (the "***Letter Agreement***"), by and among the Company, the Sponsors, officers and directors of the Company, CF&CO and certain other shareholders of the Company signatory thereto; and (ii) waives any notice or other procedural requirements with respect to the foregoing.

5. Registration Rights: In connection with the closing of a Business Combination, theCompany shall grant to CF&CO "registration rights," enabling CF&CO to promptly resell, freely trade and otherwise dispose of the Transferred Shares (as described below) substantially consistent with those received by any investor in any "public investment in private equity" (or "***PIPE***") that closes substantially concurrently with the Business Combination (or if no PIPE closes in connection therewith, then substantially consistent with those provided to the Sponsors with respect to any of the equity securities it holds in the Company) (collectively, the "***Registration Rights***"). For the avoidance of doubt, this Section 4 is not intended to give CF&CO any "registration demand rights" (as such term is customarily understood).

6. Registration Rights; Listing Requirements: Rule 144 Eligibility: Pursuant to the "registration rights" described above, the Company hereby agrees that it shall:

   a. Prepare and, as soon as practicable, but in no event later than forty-five (45) days following the Closing, file with the SEC a re-sale registration statement on Form S-1 (or any successor form) to register the re-sale of all of the Transferred Shares held by CF&CO or its affiliates (the "***Resale Registration Statement***");

      i. Use its commercially reasonable efforts to have the Resale Registration Statement declared effective by the SEC by (x) the 60th calendar day after the date of the initial filing thereof, if the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Resale Registration Statement will not be reviewed by the SEC, or (y) by the 90th calendar day after the date of the initial filing thereof, if such Resale Registration Statement is subject to review by the SEC;

      ii. Use its commercially reasonable efforts to maintain the effectiveness of the Resale Registration Statement until the earlier of (i) the two (2) year anniversary of the date of the effectiveness thereof and (ii) the date upon which all of the Transferred Shares held by CF&CO or its affiliates have been sold or are no longer outstanding; and

      iii. Following either (i) the effectiveness of the Resale Registration Statement, or (ii) the one year anniversary of the Closing (if relying on Rule 144 under the Securities Act of 1933, as amended), in each case, upon CF&CO's request and provided that CF&CO provides any reasonably requested representation letters, (x) promptly instruct and cause its legal counsel to promptly provide the necessary "blanket" legal opinion(s) to the Company's duly appointed transfer agent for the Transferred Shares (the "***Transfer Agent***") so that such Transfer Agent may remove any "restrictive legends" from the Transferred Shares held by CF&CO or its affiliates, and (y) take all actions reasonably required to cause its Transfer Agent to remove any such "restrictive legends," in each case, so that such Transferred Shares may be resold and freely tradeable by CF&CO and its affiliates

   (such obligations set forth in clauses (i), (ii) and (iii) above, the "***Registration Rights Obligations***").

   b. The Company shall use its commercially reasonable efforts to maintain the Transferred Shares' authorization for quotation or listing on NYSE or NASDAQ and shall not, directly or indirectly, take any action which would be reasonably expected to result in the deauthorization, delisting or suspension of the Transferred Shares on the NYSE or NASDAQ.

c. From and after the Closing and for so long as the Registration Rights Obligations shall be required to continue hereunder, the Company shall use commercially reasonable efforts to meet the public reporting requirements so that from and after the twelve (12) month anniversary of the Closing, CF&CO and its affiliates will be entitled to sell all of the Transferred Shares that it receives as part of the Stock Fee hereunder without restriction or limitation pursuant to Rule 144 promulgated under the Act.

d. The Company acknowledges and agrees that the Registration Rights Agreement, dated December 14, 2021 (the "***Registration Rights Agreement***"), by and among the Company, Battery Future Sponsor LLC, Pala Investments Limited, CF&CO, Roth Capital Partners, LLC and the other holders party thereto shall not be amended, modified or otherwise waived by CF&CO pursuant to the terms of this letter agreement, and that the Transferred Shares shall constitute "Registrable Securities" as defined therein.

7. Delivery of the Transferred Shares: Battery Sponsor agrees that upon the Sponsor Transaction Closing Date, it shall transfer and deliver, or cause to be transferred and delivered, in accordance with the allocations set forth on Schedule A hereto, the Transferred Shares to CF&CO, in book-entry form, by irrevocable instruction from Battery Sponsor to the Transfer Agent. The Company agrees to take all actions reasonably necessary to effectuate the foregoing transfers. The Transferred Shares transferred and delivered to CF&CO shall be validly issued, fully paid and non-assessable and free and clear of all liens, encumbrances and other restrictions on the pledge, sale or other transfer of such Transferred Shares (including any restrictions that may arise due to contractual "lock-ups", but excluding any restrictions that may arise due to applicable U.S. federal or state securities laws) (collectively "***Restrictions***").

8. Company Default: Without limiting any rights or remedies available to CF&CO hereunder, in the event that: (x) the Company or the Battery Sponsor is unable to, or otherwise does not, issue, transfer and deliver, or cause to be issued, transferred and delivered, any of the Transferred Shares to CF&CO free and clear of all Restrictions in accordance with the requirements of Section 7 above, (y) the rights of CF&CO set forth in Sections 5 and/or 6 above are not properly granted or enforced in accordance with the requirements of this Agreement, or (z) the Company does not comply in all respects with its Registration Rights Obligations or any of its obligations under Sections 5 and/or 6 above such that the Transferred Shares are not freely tradeable by CF&CO and its affiliates within six (6) months of the Closing (or twelve (12) months of the Closing if relying on Rule 144 under the Securities Act of 1933, as amended; provided, that any unavailability of the Resale Registration Statement prior to such date is without any failure of the Company to satisfy its obligations hereunder), then, in each case, at the sole election of CF&CO made by written notice provided to the Company, the Company shall promptly (but in any event within five (5) Business Days) after receipt of such notice pay to CF&CO $5,000,000 in cash (the "***Registration Rights Default Payment***"). For the avoidance of doubt, (x) the Company hereby represents, warrants and agrees that any requirement to pay the Registration Rights Default Payment in cash shall be construed as a penalty upon the occurrence of any of the events set forth in this Section 8 and is not "an option" to pay in cash to avoid fulfilling its obligations under this Agreement and (y) any payment of such Registration Rights Default Payment does not relieve the Company of its obligations under this Agreement, including those set forth in Sections 5 and 6.

9. Further Assurances: Each of the Company, Battery Sponsor and CF&CO will, upon request of the other, execute such other documents, instruments or agreements as may be reasonable or necessary to effectuate the agreements set forth in this Agreement.

10. Confidentiality: This Agreement (including the terms set forth herein) is confidential, and except as required by applicable law, regulation or stock exchange rule (subject to, unless prohibited by law, CF&CO having a reasonable opportunity to review, comment and object to such disclosure), neither this Agreement (including the terms set forth herein) nor CF&CO's role in the Business Combination may be filed publicly or otherwise disclosed by the Company to any other party without CF&CO's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

11. Termination: This Agreement will terminate automatically upon the transfer and delivery of the Transferred Shares to CF&CO and the satisfaction of the Company's other obligations under Sections 4 and 5 of this Agreement, including, for the avoidance of doubt, (x) the effectiveness of the Resale Registration Statement related thereto, and (y) the continued satisfaction of the Registration Rights Obligations.

12. Successor: Prior to the closing of the Business Combination, if the agreements executed by the Company in connection therewith do not directly or indirectly provide for the assumption by the Successor of the Company's obligations under the BCMA, as amended by this Agreement, the Company shall cause such Successor to (x) execute and deliver to CF&CO a joinder agreement, in form and substance reasonably satisfactory to CF&CO, pursuant to which it shall join the BCMA, as amended by this Agreement, as a signatory and a party and thus be subject to all of the terms and conditions set forth therein and herein that apply to the Company, and (y) comply with the obligations and covenants of the Company set forth therein and herein.

13. Miscellaneous: The terms of this Agreement shall be interpreted, enforced, governed by and construed in a manner consistent with the provisions of the BCMA. Without limiting the foregoing, Sections 10, 11, 13 and 14 of the BCMA are hereby incorporated by reference into this Agreement. In this Agreement, unless the context otherwise requires, the term "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation". The parties agree that they have jointly participated in the drafting and negotiation of this Agreement, and in the event that any ambiguity or question of intent or interpretation of this Agreement arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

14. BCMA. This Agreement, the BCMA (as amended by this Agreement) and the Registration Rights Agreement (together with the other agreements and documents being delivered pursuant to or in connection with the BCMA, the Registration Rights Agreement or this Agreement), constitute the entire agreement of the parties hereto (to the extent such persons are parties to such agreements) with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Company and CF&CO agree that any prior fee reduction agreement under discussion between the parties or otherwise entered into between any of the parties hereto shall be hereby terminated and be of no further force or effect. Except as expressly provided in this Agreement, all of the terms and provisions in the BCMA are and shall remain in full force and effect, on the terms and subject to the conditions set forth therein. This Agreement does not constitute, directly or by implication, an amendment, modification or waiver of any provision of the BCMA, or any other right, remedy, power or privilege of any party to the BCMA, except as expressly set forth herein. Any reference to the BCMA in the BCMA or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the BCMA, as amended or modified by this Agreement (or as the BCMA may be further amended, modified or supplemented after the date hereof in accordance with the terms thereof).

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized signatory as of the date first set forth above.

CANTOR FITZGERALD & CO.

By: */s/ Sage Kelly*
Name: Sage Kelly
Title: Global Head of Investment Banking

BATTERY FUTURE ACQUISITION CORP.

By: */s/ Greg Martyr*
Name: Greg Martyr
Title: CEO

BATTERY FUTURE SPONSOR LLC

By: */s/ Josh Payne*
Name: Josh Payne
Title: Managing Member

PALA INVESTMENTS LIMITED

By: */s/ Stephen Gill*
Name: Stephen Gill
Title: Director

[Signature page to Fee Reduction Agreement]

Schedule A

Share Transfer Allocations

Battery Future Sponsor LLC	300,000 Class B ordinary shares

EXHIBIT 10.7

Execution Version

PERSONAL AND CONFIDENTIAL

January 12, 2024

Battery Future Acquisition Corp.
777 Brickell Ave. #500-97545
Miami, Florida

To Whom It May Concern:

Reference is hereby made to (i) the business combination marketing agreement by and among Battery Future Acquisition Corp. ., a Cayman Islands exempted company (together with its successors the "Company"), Cantor Fitzgerald & Co. ("Cantor") and Roth Capital Partners, LLC ("Roth", "we" or "us"), dated December 14, 2021 (as further amended, amended and restated, supplemented or otherwise modified, the "BCMA"), and (ii) the underwriting agreement (the "Underwriting Agreement"), dated December 14, 2021, by and among the Company, Cantor and Roth.

We understand that Camel Bay, LLC ("Investor"), Battery Future Sponsor LLC (the "BFAC Sponsor") and Pala Investments Limited ("Pala", together with BFAC Sponsor, the "Sponsors"), are contemplating entering into a definitive agreement regarding a potential transaction related to Class B Ordinary Shares of the Company, par value $0.0001 per share (the "Founder Shares") held by the Sponsors (the "Transaction"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the BCMA.

In connection with the Transaction, and in consideration for not being required to forfeit, surrender and transfer all of its Founder Shares to the Investor, and being able to retain 125,000 Founder Shares, Roth hereby agrees, effective as of the closing of the Transaction, to (i) waive the Deferred Underwriting Fee payable to Roth pursuant to the BCMA and the Underwriting Agreement, (ii) assign, grant, convey, transfer, set over and deliver to BFAC Sponsor, 175,000 Founder Shares pursuant to the stock transfer agreement and stock power attached hereto as Exhibit A, and (iii) terminate and cancel all of the warrants held by Roth to acquire Class A Ordinary Shares of the Company, par value $0.0001 per share (the " Class A Shares"), which were purchased in a private placement contemporaneously with the Company's initial public offering, pursuant to the warrant termination agreement attached hereto as Exhibit B. The Company agrees, and will cause any successor of the Company (each, a "Successor") to agree in any subsequent transaction affecting the Founder Shares, that Roth's 125,000 retained Founder Shares will not be subject to any lockup and will be granted registration rights at closing. Within 45 days of closing, the Company and/or Successor will use commercially reasonable efforts to file a resale registration statement on Form S-1 that includes Roth's retained Founders Shares and will use commercially reasonable efforts cause this registration statement to be declared effective within 135 days following the closing.

Furthermore, in order to effectuate the Transaction, Roth hereby, solely with respect to the transfers contemplated by the Transaction, irrevocably (i) waives the restrictions on the transfer of Founder Shares set forth in paragraph 3, paragraph 7 and paragraph 8 of that certain Letter Agreement, dated December 14, 2021, by and among the Company, the Sponsors, officers and directors of the Company, Roth and certain other shareholders of the Company signatory thereto; and (ii) waives any notice or other procedural requirements with respect to the foregoing.

Except as explicitly set forth above, this letter agreement does not supersede, amend, modify or otherwise alter the obligations and provisions of the BCMA or the Underwriting Agreement and all other provisions of the BCMA and Underwriting Agreement remain in full force and effect.

[The remainder of this page intentionally left blank; signature page immediately follows.]

After reviewing this letter agreement, please confirm that it is in accordance with your understanding and effective by signing and returning to us the enclosed copy.

Very truly yours,

ROTH CAPITAL PARTNERS, LLC

By: */s/ Nazan Akdeniz*
Name: Nazan Akdeniz
Title: Chief Operating Officer

Accepted and agreed as of the date set forth above:

BATTERY FUTURE ACQUISITION CORP.

By: */s/ Greg Martyr*
Name: Greg Martyr
Title: CEO

[Signature Page to Letter Agreement (Roth)]